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Regulations

TITLE 10—ARMY: WAR DEPARTMENT

Chapter VIII—Supplies and Equipment

[Procurement Regs. 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13]

MISCELLANEOUS AMENDMENTS

The following amendments and additions to the regulations contained in Parts 802–806, 808–813, 821, 822–827, and 829 are hereby prescribed. These regulations are also contained in War Department Procurement Regulations dated 5 September 1942 (9 F.R. 8363[1]) as amended by Revision 43, November 23, 1944, the particular regulations being, Nos. 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13.

In section numbers the figure to the right of the decimal point corresponds with the respective paragraph numbers in the procurement regulations.

AUTHORITY: Sec. 5a, National Defense Act, as amended, 41 Stat. 764, 54 Stat. 1225; 10 U.S.C. 1193–1195, and the First War Powers Act, 1941, 55 Stat. 838; 50 U.S.C. Sup. 601–622.

[SEAL] EDWARD F. WITSELL,
Brigadier General,
Acting The Adjutant General.

Subchapter A—Procurement

[Procurement Reg. 2]

PART 802—GENERAL PURCHASE POLICIES

SUBPART B—CONTRACT PLACEMENT

Section 802.223 (h) is amended to read as follows:

§ 802.223 *Factors governing placement of contracts.* * * *

(h) *Price*—(1) *With respect to labor areas (Prime Contracts).* To effectuate the policy with respect to avoiding the placement of prime contracts in critical labor areas, the technical services are authorized and directed to pay a premium price up to 15 per cent higher than the lowest of the prices bid by bidders located in Group I and Group II labor areas in any case where payment of such a premium price is necessary to avoid placing the particular prime contract in a Group I or Group II labor area.

(2) *With respect to small business concerns (Prime Contracts).* To effectuate the policy with respect to the placement of prime contracts with small concerns, the technical services are authorized and directed to pay a premium price up to 15 percent higher than the average price at which the purchase can be made by the contracting office from suitable large concerns (over 500 wage earners), regardless of the labor area or areas in which such large concerns are located, in any case where payment of such a premium price is necessary to place a prime contract with a small concern.

(3) *With respect to other policies.* The technical services are authorized and directed to pay higher prices than would otherwise be required to whatever extent such action is necessary to carry out the other policies expressed in paragraphs (a) to (g), inclusive, including the policies with respect to (i) avoiding placement of subcontracts in critical labor areas and (ii) placement of subcontracts with small concerns.

(4) If, in the opinion of the chief of a technical service, a premium higher than 15 per cent should be paid in a particular case to achieve the purposes referred to in subparagraphs (1) and (2) of this paragraph, the proposed prime contract, with supporting data, will be submitted to the Director, Purchases Division, for approval.

(5) When a determination has been made that a contract will be placed at a premium price, such contract will be so placed with due regard for other War Department pricing policies.

(6) When the policies expressed in paragraphs (a) to (g), inclusive, have been met and selection among available contractors is still possible, contracts will be so placed as to obtain the lowest price for the Government.

SUBPART D—NEGOTIATION OF CONTRACTS

Section 802.243 is amended to read as follows:

§ 802.243 *Contractors' proposals*—(a) *Value of standard proposal forms.* The

(Continued on next page)

[1] See also 9 F.R. 9460, 9585, 10944, 12242, 13315.

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NOTICE

The Cumulative Supplement to the Code of Federal Regulations, covering the period from June 2, 1938, through June 1, 1943, may be obtained from the Superintendent of Documents, Government Printing Office, at $3.00 per unit. The following are now available:

Book 1: Titles 1–3 (Presidential documents) with tables and index.
Book 2: Titles 4–9, with index.
Book 3: Titles 10–17, with index.
Book 4: Titles 18–25, with index.
Book 5, Part 1: Title 26, Parts 2–178.
Book 5, Part 2: Title 26, completed; Title 27; with index.
Book 6: Titles 28–32, with index.
Book 7: Titles 33–45, with index.
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use of contractors' proposals is an important method of obtaining information upon which to base a sound judgment in making awards of contracts. These proposals are particularly valuable when presented on standardized proposal forms, since a uniform method of statement facilities comparison of all proposals received and their evaluation in the light of the principles set forth in Subpart B of this part and in ASF Manual M601.

(b) *Standard proposal forms prescribed for use in certain cases*—(1) *Standard Procurement Form No. 4 (W.D., A.G.O. Form No. 298, reproduced at § 813.1327a (a).* In simple procurements of supplies (excluding construction) for small amounts where effective competition exists and where it is, accordingly, expected that awards will be made to the lowest bidders (subject to the principles set forth in Subpart B of this part), the information to be obtained from bidders may ordinarily be confined substantially to the quotation of prices. Whenever the technical service desires to obtain this limited information in the form of a written proposal, it will employ either (i) W.D. Contract Form No. 5, § 813.1317d, if that form of contract is other wise suitable, or (ii) Standard Procurement Form No. 4 (followed by the execution of a suitable contract form).

(2) *Standard Procurement Form No. 3 and related forms (W.D., A.G.O., Forms Nos. 299, 299–1, 299–2, reproduced at § 813.1327 (a), (b), (c)).* Whenever, in the opinion of the technical service involved, detailed cost or price information should be obtained from bidders as an aid to the adequate negotiation of contracts for supplies (excluding construction), it will employ Standard Procurement Form No. 3. Within the scope of the foregoing rule, each technical service may prescribe more precisely the size and types of procurements in which Standard Procurement Form No. 3 is to be used.

(c) *Deviations from standard proposal forms permitted only with approval of higher authority.* (1) Unless authority is obtained under subparagraph (2) below, Standard Procurement Forms Nos. 3 and 4 will be used without deviation or addition, and no substitute or supplementary proposal forms will be used (except that W.D. Contract Form No. 5 may be employed in lieu of Standard Procurement Form No. 4, as provided in paragraph (b) (1)). Where necessary, however, the information obtained through use of Standard Procurement Forms No. 3 or 4 may be clarified or amplified through correspondence or personal negotiation.

(2) Upon request and justification by the technical service involved, the Director, Purchases Division, Headquarters, Army Service Forces, may in particular classes of cases permit deviations from or additions to Standard Procurement Forms Nos. 3 and 4, or otherwise grant partial or complete exemptions from the requirements of paragraphs (b) and (c) (1). Such authority will normally be granted only where the forms do not fit the cost patterns of particular industries, and in these instances it will be required that the authorized deviations from or additions to the forms be applied uniformly to all members of the industry.

(d) *Detailed instructions on use of standard proposal forms.* (1) Detailed instructions on the use of Standard Procurement Form No. 3 and related forms are set forth at § 813.1327. These instructions should be read carefully. One important feature of Standard Procurement Form No. 3 is that it has considerable internal flexibility. The procurement office is required by the terms of the form to select and specify (within established limits) the data which the bidder is expected to furnish. Thus the procurement office has latitude to accommodate the form to the necessities of particular procurements; for example, it may relieve the bidder of the task of compiling information which is not pertinent to the procurement of which is already known to the procurement office. The instructions appearing at § 813.1327 deal with this problem, among others.

(2) Standard Procurement Form No. 4 is self-explanatory.

(e) *Standard Procurement Forms Nos. 1 and 2 discontinued.* Use of Standard Procurement Forms Nos. 1 and 2, formerly authorized, will be discontinued.

[Procurement Reg. 3]

PART 803—CONTRACTS

SUBPART A—GENERAL

1. In § 803.302, paragraph (c–1) is added as follows:

§ 803.302 *Definitions.* * * *

(c–1) *Appointment of contracting officers at installations such as ports of*

embarkation. The question sometimes arises whether a contracting officer carrying on procurement activities at an installation such as a port of embarkation should be appointed by the chief of the technical service having jurisdiction of the installation, or by the chief of another technical service which may have an interest in the particular type of procurement. The following rule of administration is established: The chief of the technical service (including the Commanding General, Army Air Forces) having jurisdiction of an installation is charged with primary responsibility for appointing contracting officers to carry on procurement activities at the installation, but with the concurrence of the chief of that technical service, the chiefs of other technical services (including the Commanding General, Army Air Forces) interested in the various types of procurement may appoint such contracting officers. This does not alter in any way the authority of the persons designated in paragraph (c) (1) (i), (ii), (iii) and (v) to appoint contracting officers. (See also § 813.318b (a).)

2. In § 803.303a (a), subparagraph (2) is amended to read as follows:

§ 803.303a *Letters of intent and letter orders.* * * *

(a) *Use of provisions for allowance of profit in standard termination provisions.* * * *

(2) With respect to amendment of letters of intent or letter orders to include therein standard termination provisions, see § 842.213–3. With respect to allowance of profit on termination of letters of intent or letter orders, see § 845.533–4.

SUBPART B—AUTHORITY TO MAKE AWARDS, CONTRACTS, AND MODIFICATIONS THEREOF; REQUIRED APPROVALS

1. In § 803.304 (a), subparagraph (1) (viii) is amended to read as follows, and subparagraph (3) is amended by adding Q. M. C. Form No. 1048 to the list for the Office of the Quartermaster General, as follows:

§ 803.304 *Definitions*—(a) *Standard forms of contract.* * * *

(1) * * *

(viii) Miscellaneous contracts.

Defense Supplies Corporation (See § 813.1311).

Metals Reserve Company (See § 813.1311a).

War Supplies Limited (See § 813.1313).

Government-Owned Equipment Rental Agreement (See § 813.1314).

Invitation, Bid and Acceptance (Sale of Property and Waste Material) (See § 813.1326).[1]

Contract of Sale of Property (See § 813.1326a).[1]

Letter of Commitment (Raw Materials under CMP) (See § 813.1328).

Contract Adjusting Royalties (See § 813.1329).

(3) * * *

Office of the Quartermaster General:

* * * * *

QMC Form No. 1048, Research and Development Contract.

[1] To be used in accordance with instructions appearing in the cited section.

2. Paragraphs (b) (2) and (d) of § 803.305 are amended to read as follows:

§ 803.305 *Making and approval of awards of contracts, supplemental agreements and change orders.* * * *

(b) *Awards requiring the approval of Director, Purchases Division.* * * *

(2) Neither preliminary contractual agreements, such as letters of intent, letter orders and letter purchase orders, nor letters of commitment (see §§ 802.222 (g), 813.1328) are required to be submitted to the Director, Purchases Division, for approval pursuant to the provisions of subparagraph (1) above, regardless of the amount of funds obligated thereunder or the estimated cost of the proposed procurement. However, approval of the award of a final definitive contract, involving conversion of a preliminary contractual agreement or the use of materials or components acquired pursuant to a letter of commitment, will be obtained if required by subparagraph (1) above.

* * * * *

(d) *Information to be furnished in requesting approval of awards.* Requests for approval of awards will include the information indicated below or such parts thereof as are relevant to the particular procurements. The requests should show the extent of the consideration given to the following points in the course of the negotiation and placement of the agreement.

(1) Requests for approval of awards under subparagraph (1) (i) of paragraph (b):

(i) Name and address of contractor.

(ii) Location of the plant from which items are to be furnished.

(iii) Quantity and brief description of items to be furnished.

(iv) Unit prices and total amount to be expended.

(v) Brief summary of delivery schedules.

(vi) Experience of contractor with same or similar work.

(vii) New facilities required and reference to any necessary approval thereof.

(viii) Whether negotiations were conducted with more than one contractor.

(ix) Brief reference to the consideration and application of contract placement policies (see Part 802, Subpart B).

(x) Reference to form of contract to be used, noting and justifying any provisions requiring approval of higher authority, or referring to any such approval previously obtained (see, for example §§ 803.306 (b) and (d); 812.1243; 803.360 (a) and (b); 812.1224 and 803.341 (b)).

(xi) Price information showing that a careful and thorough price analysis was made in the course of the negotiation and giving a brief narrative history of the negotiations with the contractor. This information should be given in sufficient detail to permit an appraisal of the consideration given to (*a*) comparative prices, (*b*) components of price, and (*c*) cost and price trends. (See ASF Manual M 601 "Pricing in War Contracts"; Part 802, Subpart C.)

(*a*) *Comparative prices.* The value of this information depends in large part on whether the conditions and circumstances of the procurements offered for comparison are in fact fairly comparable with those involved in the procurement approval of which is sought. The request should therefore indicate the consideration given to the various factors in the particular case which affect comparability. The following list of such possible factors is merely suggestive, not exhaustive: (*1*) Volume of production; (*2*) contractors' experience in producing the same or similar items; (*3*) Government-owned facilities and Government-furnished material; (*4*) financing provisions; (*5*) royalty payments; (*6*) risk factors, including those arising out of the length of delivery schedules; (*7*) Government's assumption of risks by means of contract provisions; (*8*) comparative price movements.

(*b*) *Components of price.* The request should reflect the types of approach used in analyzing components of price, of which the following are suggestive: (*1*) Analysis of the contractor's cost breakdowns; (*2*) comparisons of the contractor's cost estimates with his experienced costs and with the estimated and experienced costs of other suppliers of the same or similar items; (*3*) comparison of the contractor's cost estimates with the over-all operating statement for his latest fiscal year or with budgeted forecasts for the period of production; (*4*) analysis of engineering cost estimates.

The consideration given to trends in prices, in cost of materials, and in wage rates and utilization of labor should be indicated in the request.

The reasons for substantial differences in costs and prices, as well as the effect of subcontracting on costs and prices, should be summarized.

Presentation of the foregoing information should indicate that the price analysis was made with a view to effectuating, wherever possible, the War Department policy of reducing costs and prices.

(xii) State whether advance payments are to be requested and indicate percentage of total price.

(xiii) Approximate amount of subcontracting, in dollars and in percentage of price, proposed to be done by the contractor. Where the amount or the percentage is large, a summary of the analysis of available subcontract prices and all available price comparisons for the major components should be given.

(xiv) Where the request for approval includes, in addition to the principal unit, spare parts or special packaging, or both, there should be a clear summary of the method of the pricing thereof. In the case of spare parts, for example, the summary may show the consideration given to the relationship between the total of the prices for all the parts used in assembling a unit and the price of an assembled unit.

(xv) Where the agreement is on a cost-plus-a-fixed-fee basis, in addition to an analysis similar to that required elsewhere in this subparagraph (1) of paragraph (d) (to the extent feasible), a full statement of the reasons for the use of such type of agreement should be given (see § 802.232 (a) through (c), inclusive), together with an explanation of

the basis of calculation of the fixed fee (see § 802.232 (c)).

(xvi) A brief statement of the consideration given to (a) the results of, (b) the information obtained in, and (c) any forward pricing agreement in connection with any statutory renegotiation of the contractor; together with a statement of the record of the contractor in making voluntary price reductions and refunds to the Government.

(xvii) Any other matters having a bearing on the reasonableness of the price, which it is desired to submit.

(xviii) Recommendation of the chief of the technical service, or his representative, as to the action desired to be taken by the Director, Purchases Division.

(2) Requests for approval of awards under subparagraph (1) (ii) of paragraph (b):

(i) Name and address of contractor who is to furnish the services.

(ii) Brief description of the services and place of performance.

(iii) Brief statement of past performance record of the contractor.

(iv) Whether negotiations were conducted with more than one contractor.

(v) Brief description of project to which the services relate.

(vi) Form of agreement, with adequate reference to and justification of any provisions requiring approval of higher authority or to any such approval previously obtained.

(vii) The price, and whether it is considered reasonable.

(viii) If the agreement is on a cost-plus-a-fixed-fee basis, the amount of the fixed fee, and whether the fixed fee exceeds the maximum allowed under the schedule established by the Under Secretary of War.

(ix) Ratio of fixed fee to estimated gross construction cost.

(x) Whether agreement covers design only or supervision only, or both design and supervision.

(xi) Whether release of claim for additional fee has been obtained with respect to all prior cost-plus-a-fixed-fee construction or architect-engineer contracts with the War Department.

(xii) Recommendation of the chief of the technical service, or his representative, as to the action desired to be taken by the Director, Purchases Division.

3. Section 803.308b (b) is amended to read as follows:

§ 803.308b *Correction of mistakes.* * * *

(b) At any time prior to the making of final payment under a termination settlement agreement entered into prior to 21 July 1944, the chief of the technical service concerned may correct mistakes, errors and ambiguities in such termination settlement agreement when such correction will result in benefit to the Government or when the change involved does not result in an adjustment in excess of $50,000. (Also see § 847.748). The authority conferred by this paragraph is not subject to any of the limitations created by paragraph (a) above or by § 803.308f. Termination settlement agreements entered into on or after 21 July 1944 may be amended as authorized by § 847.748.

4. In § 803.308e, paragraph (b) is amended and paragraph (c) is added, as follows:

§ 803.308e *Extension of time for performance.* * * *

(b) The chief of the technical service to which any contract for the repayment to the Government of excessive profits, executed pursuant to the Renegotiation Act of 1942 (see § 812.1201 (a) (2)), has been assigned for administration, may extend by supplemental agreement the time within which any payment is to be made under such contract whenever he determines (1) that the extension is necessary to avoid an impairment of the contractor's ability to perform war contracts or subcontracts, and (2) that such action will facilitate the prosecution of the war. A copy of each such supplemental agreement, together with a full statement of the circumstances upon which the determination is based, will be forwarded to the Director, Renegotiation Division, Headquarters, Army Service Forces, upon the execution of the agreement. Each such supplemental agreement shall contain, among other things, the following provision:

> All unpaid installments hereunder may at the option of the Government be declared and thereupon shall become immediately due and payable, in the event of a default continuing for 20 days in the payment of any amount required to be paid under this agreement. Interest, at the rate provided by law in the District of Columbia as the rate which is applicable in the absence of express contract as to the rate of interest, shall accrue and be payable upon each payment due hereunder from and after the due date thereof, whether original or accelerated.

(c) Supplemental agreements extending the time within which payment is to be made under any contract for the repayment to the Government of excessive profits, executed pursuant to the Renegotiation Act of 1943 (see § 812.1201 (a) (1)), are required to be submitted for the approval of the Director, Purchases Division, Headquarters, Army Service Forces (see § 803.308a). In submitting any such supplemental agreement for approval it shall be forwarded to the Director, Purchases Division, through the Director, Renegotiation Division, Headquarters, Army Service Forces.

5. Section 803.308h is amended to read as follows:

§ 803.308h *Defective, informal and quasi-contracts*—(a) *Statutory provisions.* Section 17 of the Contract Settlement Act of 1944 reads as follows:

> SEC. 17. (a) Where any person has arranged to furnish or furnished to a contracting agency or to a war contractor any materials, services, or facilities related to the prosecution of the war, without a formal contract, relying in good faith upon the apparent authority of an officer or agent of a contracting agency, written or oral instructions, or any other request to proceed from a contracting agency, the contracting agency shall pay such person fair compensation therefor.
>
> (b) Whenever any formal or technical defect or omission in any prime contract, or in any grant of authority to an officer or agent of a contracting agency who ordered any materials, services, and facilities might invalidate the contract or commitment, the contracting agency (1) shall not take advantage of such defect or omission; (2) shall amend, confirm, or ratify such contract or commitment without consideration in order to cure such defect or omission; and (3) shall make a fair settlement of any obligation thereby created or incurred by such agency, whether expressed or implied, in fact or in law, or in the nature of an implied or quasi contract.
>
> (c) Where a contracting agency fails to settle by agreement any claim asserted under this section, the dispute shall be subject to the provisions of section 13 of this Act.
>
> (d) The Director shall require each contracting agency to formalize all such obligations and commitments within such period as the Director deems appropriate.

(b) *Investigation of claims under statute.* The chiefs of the several technical services will arrange for the prompt investigation of all claims which may come within the purview of section 17 of the Contract Settlement Act of 1944. Any claimant under section 17 shall reduce his claim to writing and may be required to make any such claim under oath, verified by the claimant or by a principal officer of the claimant. So far as practicable, such claim will be accompanied by affidavits of the representatives of the claimant having knowledge of relevant circumstances. If the chief of the technical service concerned is of the opinion that any such claim is without merit or if the Director, Purchases Division, withholds approval of any claim recommended by the chief of the technical service under the provisions of paragraph (e), such claim will be denied by the chief of the technical service by written notice to the claimant which will be sent by registered mail, return receipt requested. A copy of each such notice together with a copy of the claim and supporting papers and a brief statement of the circumstances of the investigation made by the technical service will be transmitted to the Judge Advocate General (attention Litigation Division). Such brief statement should include the names and permanent addresses of any witnesses relied upon by the technical service in denying such claim. Whenever the chief of the technical service is advised of the filing of an appeal or suit authorized by section 17 (c) with respect to a claim denied by him, he shall promptly transmit such information to the Judge Advocate General (attention Litigation Division).

(c) *Formalization of claims under existing procedures.* Insofar as specifically authorized by other provisions of these Procurement Regulations in effect prior to the effective date of the Contract Settlement Act of 1944, the chiefs of the technical services may continue to approve and formalize instructions given or requests made in the behalf of the technical service to furnish or arrange to furnish materials, services, or facilities. Approval or formalization of instructions or requests not authorized by these Procurement Regulations prior to the effective date of the Contract Settlement Act of 1944 pursuant to section

17 of that act will be dealt with in accordance with this section.

(d) *Action under section 17 by the technical service.* (1) The chief of any technical service may take or approve any action authorized by subsections (a) and (b) of section 17 of the Contract Settlement Act of 1944, if there was in existence at the time of the furnishing or arranging to furnish any materials, services and facilities in question, a valid, formal contract between the Government (acting through the technical service in question) and the person claiming the benefit of section 17, *Provided,* That:

(i) Such person acted in good faith upon instructions from an officer or employee of such technical service;

(ii) Such instructions were of a type which, when given could properly be embodied in a change order or supplemental agreement under such existing contract;

(iii) Such person actually furnished or arranged to furnish materials, services or facilities which the Government in fact desired such person to furnish or to arrange to furnish in connection with such contract at the time such instructions were given; and

(iv) Such person (*a*) has not been paid for such materials, services or facilities or for arranging to furnish the same, (*b*) has no pending contractual arrangement for such payment by the Government, and (*c*) is willing to accept in complete discharge of all liability of the Government for furnishing or arranging to furnish such materials, services or facilities an amount which the chief of the technical service considers to be not in excess of fair compensation for what such person has in fact done or furnished and which is not in excess of $500,000.

(v) No claim relating to the furnishing of such materials, services or facilities has been referred to the General Accounting Office (see § 803.308g).

(vi) Final payment has not been made under the contract as theretofore formally amended in writing.

(2) The chief of the technical service also may take or approve any action authorized by section 17 (a) of the Contract Settlement Act of 1944, in case there was not in existence at the time of the furnishing or arranging to furnish any materials, services and facilities in question, a valid, formal contract, within the purview of subparagraph (1), which could properly have been the subject of timely amendment by change order or supplemental agreement making provision therefor, *Provided,* That:

(i) The person claiming the benefit of said statutory provision acted in good faith upon instructions from an officer or employee of such technical service;

(ii) Such instructions were of a type which, when given could properly be embodied in a formal or informal contract;

(iii) Such person actually furnished or arranged to furnish materials, services or facilities which the Government in fact desired such person to furnish or to arrange to furnish at the time such instructions were given;

(iv) Such person (*a*) has not been paid for such materials, services or facilities or for arranging to furnish the same; (*b*) has no pending contractual arrangement for such payment by the Government, and (*c*) is willing to accept in complete discharge of all liability of the Government for furnishing or arranging to furnish such materials, services or facilities an amount which the chief of the technical service considers to be not in excess of fair compensation for what such person has in fact done or furnished and which is not in excess of $50,000; and

(v) No claim relating to the furnishing of such materials, services or facilities has been referred to the General Accounting Office (see § 803.308g).

(3) Any action taken by the chief of the technical service will be embodied (i) in a supplemental agreement to the existing contract involved when the claim is handled under authority of subparagraph (1), and (ii) in a contract where the claim is handled under authority of subparagraph (2). In each case involving the payment to the contractor of more than $50,000 by reason of such a supplemental agreement or of more than $5,000 by reason of such a contract, the supplemental agreement or contract shall be subject to the prior written approval of the chief of the technical service in person or of any one or more employees or officers designated by him within the headquarters office of the technical service, or, in case of the Army Air Forces, within the headquarters office of the Army Air Forces or of one of its major component commands.

(4) The chief of the technical service will make a written report promptly to the Director, Purchases Division, Headquarters, Army Service Forces, of each action taken pursuant to the authority granted by this paragraph (d). Such report will contain the following:

(i) A copy of the supplemental agreement or contract constituting the action;

(ii) A brief statement of facts and evidence upon which such action is based; and

(iii) A statement of the reasons why such instructions were not formalized at the time they were given.

(5) The chief of each technical service concerned will require full records to be preserved containing the facts relevant to any action taken pursuant to this paragraph (d). Such records will include, so far as practicable, sworn statements by the representatives of the Government and of the contractor or claimant having knowledge of the relevant circumstances.

(6) The chief of each technical service will take adequate steps to make certain that the grant of authority contained in this paragraph (d) does not lead to any relaxation of the efforts of the procurement offices within such technical service to formalize promptly all instructions and agreements with contractors as required by applicable regulations.

(e) *Action by Director, Purchases Division.* (1) In any case not clearly covered by paragraph (d), the chief of each technical service will not grant any claim or request for relief or action under section 17 of the Contract Settlement Act of 1944 without obtaining the prior written approval of the Director, Purchases Division, Headquarters, Army Service Forces. Each recommendation for such relief or action will be accompanied by an adequate statement of the circumstances which, in the opinion of the chief of the technical service, justify such relief or action and in addition the following:

(i) A statement of the reasons why the proposed action was not, at the time of the circumstances upon which such action is based, promptly embodied in an appropriate supplemental agreement, change order or contract;

(ii) A statement showing whether or not any claim relating to the matter is pending before or has been passed upon by the General Accounting Office;

(iii) A statement of the scope and nature of the investigation of the circumstances made by the technical service and, wherever practicable, sworn statements by representatives of the Government and of the contractor or claimant having knowledge of the relevant circumstances;

(iv) A brief description of the contract or contracts, if any, to which such proposed relief or action is related;

(v) The name, address and telephone number of the person in the War Department with detailed knowledge of the facts of the case.

(2) Upon receipt of written approval by the Director, Purchases Division, of any such claim, the chief of the technical service will embody the action authorized in an appropriate contract or supplemental agreement and will send a copy of the executed instrument to the Director, Purchases Division.

(f) *Form of contract or supplemental agreement.* Any contract or supplemental agreement executed or proposed for execution pursuant to the authority of section 17 of the Contract Settlement Act of 1944 must contain, in addition to the applicable provisions required by existing regulations, the following:

(1) Recitals of the principal facts and circumstances which justify a finding that the action taken is within the scope of section 17 of the Contract Settlement Act of 1944, including a statement in cases of action within the scope of subsection (a) of such section 17, that the materials, services or facilities in question were related to the prosecution of the war.

(2) Recital that the execution of the contract or supplemental agreement has been authorized by or in behalf of the Secretary of War pursuant to the authority of the Contract Settlement Act of 1944.

(3) A provision whereby the contractor releases and discharges the Government of and from all liabilities for furnishing or arranging to furnish the materials, services or facilities in question.

(g) *Action by War Department Board of Contract Appeals.* The War Department Board of Contract Appeals in connection with any appeal pending before it under the "Disputes" article of a contract (see e. g. § 803.326) may authorize or direct the taking of any action pursuant to section 17 of the Contract Set-

tlement Act of 1944 which in its opinion is required or authorized by that section.

SUBPART H—MANDATORY AND OPTIONAL CONTRACT PROVISIONS

1. Section 803.324 is amended to read as follows:

§ 803.324 *Uniform termination article.* (a) There is set forth below the uniform termination article prescribed by the Office of War Mobilization for use in fixed price (lump sum) supply contracts. This article will be referred to hereafter in this paragraph as the uniform article.

(b) The uniform article may be inserted in any lump sum supply contract.

(c) Every lump sum supply contract for the manufacture of supplies and equipment executed on and after 20 February 1944, except:

(1) Contracts to be completed in six months or less for an amount of less than $500,000,

(2) Contracts for an amount of less than $50,000, regardless of the date of completion and

(3) Requirement or open end contracts, will contain the uniform article without deviation.

(d) As to amendment of contracts to include the uniform article, see § 842.213.

ARTICLE ___. *Termination at the option of the Government.* (a) The performance of work under this contract may be terminated by the Government in accordance with this Article in whole, or from time to time in part, whenever the contracting officer shall determine any such termination is for the best interests of the Government. Termination of work hereunder shall be effected by delivery to the contractor of a Notice of Termination specifying the extent to which performance of work under the contract shall be terminated, and the date upon which such termination shall become effective. If termination of work under this contract is simultaneous with, a part of, or in connection with, a general termination (1) of all or substantially all of a group or class of contracts made by the War Department for the same product or for closely related products, or (2) of war contracts at, about the time of, or following, the cessation of the present hostilities, or any major part thereof, such termination shall only be made in accordance with the provisions of this Article, unless the contracting officer finds that the contractor is then in gross or wilful default under this contract.

(b) After receipt of a Notice of Termination and except as otherwise directed by the contracting officer, the contractor shall (1) terminate work under the contract on the date and to the extent specified in the Notice of Termination; (2) place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portions of the work under the contract as may not be terminated; (3) terminate all orders and subcontracts to the extent that they relate to the performance of any work terminated by the Notice of Termination; (4) assign to the Government, in the manner and to the extent directed by the contracting officer, all of the right, title and interest of the contractor under the orders or subcontracts so terminated; (5) settle all claims arising out of such termination of orders and subcontracts with the approval or ratifications of the contracting officer to the extent that he may require, which approval or ratification shall be final for all the purposes of this Article; (6) transfer title and deliver to the Government in the manner, to the extent and at the times directed by the contracting officer (i) the fabricated or unfabricated parts, work in process, completed work, supplies and other material produced as a part of, or acquired in respect of the performance of, the work terminated in the Notice of Termination, and (ii) the plans, drawings, information and other property which, if the contract had been completed, would be required to be furnished to the Government; (7) use his best efforts to sell in the manner, to the extent, at the time, and at the price or prices directed or authorized by the contracting officer, any property of the types referred to in subdivision (6) of this paragraph: *Provided, however,* That the contractor (i) shall not be required to extend credit to any purchaser and (ii) may retain any such property at a price or prices approved by the contracting officer; (8) complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and (9) take such action as may be necessary or as the contracting officer may direct for protection and preservation of the property, which is in the possession of the contractor and in which the Government has or may acquire an interest.

(c) The contractor and the contracting officer may agree upon the whole or any part of the amount or amounts to be paid to the contractor by reason of the total or partial termination of work pursuant to this Article, which amount or amounts may include a reasonable allowance for profit, and the Government shall pay the agreed amount or amounts. Nothing in paragraph (d) of this Article prescribing the amount to be paid to the contractor in the event of failure of the contractor and the contracting officer to agree upon the whole amount to be paid to the contractor by reason of the termination of work pursuant to this Article shall be deemed to limit, restrict or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the contractor pursuant to this paragraph (c).

(d) In the event of the failure of the contractor and contracting officer to agree as provided in paragraph (c) upon the whole amount to be paid to the contractor by reason of the termination of work pursuant to this article, the Government, but without duplication of any amounts agreed upon in accordance with paragraph (c), shall pay to the contractor the following amounts:

(1) For completed articles delivered to and accepted by the Government (or sold or retained as provided in paragraph (b) (7) above) and not theretofore paid for, forthwith a sum equivalent to the aggregate price for such articles computed in accordance with the price or prices specified in the contract;

(2) In respect of the contract work terminated as permitted by this Article, the total (without duplication of any items) of (i) the cost of such work exclusive of any cost attributable to articles paid or to be paid for under paragraph (d) (1) hereof; (ii) the cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided in paragraph (b) (5) above, exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the subcontractor prior to the effective date of the notice of termination of work under this contract which amounts shall be included in the cost on account of which payment is made under subdivision (i) above; and (iii) a sum equal to _____% (Note 1), of the part of the amount determined under subdivision (i) which represents the cost of articles or materials not processed by the contractor, plus a sum equal to _____% (Note 2), of the remainder of such amount, but the aggregate of such sums shall not exceed 6% of the whole of the amount determined under subdivision (i), which for the purpose of this subdivision (iii) shall exclude any charges for interest on borrowings;

NOTES 1 and 2. The chief of each technical service may provide for determining the percentages to be inserted at Note 1 (which in no event will exceed 2%) and to Note 2 (which may be greater or less than or equal to 6%). The general use of 2% and 8%, respectively, as arbitrary figures is recommended in the interest of expediting the execution of contracts. Where the use of arbitrary figures is not desired for any reason, the methods to be used in arriving at the percentage to be inserted at Note 2 shall be the same as those now used in price analysis. When the intended rate of profit on the finished article covered by the contract is lower than 8%, the insertion of a lower figure at Note 2 will of course be desirable.

(3) The reasonable cost of the preservation and protection of property incurred pursuant to paragraph (b) (9) hereof; and any other reasonable cost incidental to termination of work under this contract, including expense incidental to the determination of the amount due to the contractor as the result of the termination of work under this contract.

The total sum to be paid to the contractor under subdivisions (1) and (2) of this paragraph (d) shall not exceed the total contract price reduced by the amount of payments otherwise made and by the Contract price of work not terminated. Except for normal spoilage and to the extent that the Government shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the contractor as provided in paragraph (d) (1) and paragraph (d) (2) (i), all amounts allocable to or payable in respect of property, which is destroyed, lost, stolen or damaged so as to become undeliverable prior to the transfer of title to the Government or to a buyer pursuant to paragraph (b) (7) or prior to the 60th day after delivery to the Government of an inventory covering such property, whichever shall first occur.

(e) The obligation of the Government to make any payments under this article: (1) shall be subject to deductions in respect of (i) all unliquidated partial or progress payments, payments on account theretofore made to the contractor and unliquidated advance payments, (ii) any claim which the Government may have against the contractor in connection with this contract, and (iii) the price agreed upon or the proceeds of sale of any materials, supplies or other things retained by the contractor or sold, and not otherwise recovered by or credited to the Government, and (2) in the discretion of the contracting officer shall be subject to deduction in respect of the amount of any claim of any subcontractor or supplier whose subcontract or order shall have been terminated as provided in paragraph (b) (3) except to the extent that such claim covers (i) property or materials delivered to the contractor or (ii) services furnished to the contractor in connection with the production of completed articles under this contract.

(f) In the event that, prior to the determination of the final amount to be paid to the contractor as in this article provided, the contractor shall file with the contracting officer a request in writing that an equitable adjustment should be made in the price or prices specified in the contract for the work not terminated by the Notice of Termination, the appropriate fair and reasonable adjustment shall be made in such price or prices.

(g) The Government shall make partial payments and payments on account, from time to time, of the amounts to which the contractor shall be entitled under this Article, whether determined by agreement or otherwise, whenever in the opinion of the contracting officer the aggregate of such payments shall be within the amount to which the contractor will be entitled hereunder.

(h) For the purposes of paragraphs (d) (2) and (d) (3) hereof, the amounts of the payments to be made by the Government to the contractor shall be determined in accordance with the Statement of Principles for Determination of Costs upon Termination of Government Fixed Price Supply Contracts approved by the Joint Contract Termination Board, December 31, 1943. The contractor for a period of three years after final settlement under the contract shall make available to the Government at all reasonable times at the office of the contractor all of its books, records documents, and other evidence bearing on the costs and expenses of the contractor under the contract and in respect of the termination of work thereunder.

2. Section 803.328 is amended to read as follows:

§ 803.328 *Notice of shipments article.* All contracts for the furnishing of supplies, except contracts for the furnishing of supplies in connection with which a Government inspector, transportation officer, or other Government official at the plant or warehouse of the Contractor is charged with the duty of issuing notices of shipment, will contain a clause substantially as follows (see § 811.1182b):

ARTICLE __ *Notice of Shipments.* At the time of delivery of a shipment to a carrier for transportation, the Contractor shall give such prepaid notice of shipment to the consignee establishment, and to such other persons or installations designated by the Contracting Officer, as the Contracting Officer may require. If such instructions have not been received at least 24 hours prior to such delivery to a carrier, the Contractor shall request instructions from the Contracting Officer, concerning the notice of shipment to be given.

3. Section 803.356 is amended to read as follows:

§ 803.356 *Provisions concerning assignment of rights under classified contracts.* Unless the omission of such provision is authorized by the chief of the technical service concerned, secret, confidential and restricted contracts will contain the following clause without deviation:

Assignment of Rights Hereunder. No claim under this contract shall be assigned.

In the event that the omission of the foregoing provision is authorized as aforesaid, the contract will contain without deviation the clause set forth in § 803.355 and there shall be added thereto the following paragraphs without deviation:

(g) In no event shall copies of any plans, specifications, or other similar documents marked "Secret", "Confidential" or "Restricted" and annexed or attached to this contract be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive the same.

(h) The contractor agrees that he will obtain from the assignee an agreement signed by such assignee similar to that required by paragraph 61, AR 380-5. In such agreement the assignee shall also agree that, in case of further assignment, it will obtain a similar agreement from such assignee.

SUBPART L—MISCELLANEOUS

Sections 803.395 (f) and 803.396 are added as follows:

§ 803.395 *Contracts within section 9, Military Appropriation Act, 1944 and 1945.* * * *

(f) See § 803.396 below, requiring that the technical services obtain approval before making awards of certain contracts, supplemental agreements and change orders for "management consultant" services. As noted in § 803.396 (d), obtaining approval of such awards does not eliminate the requirement that the contracts, supplemental agreements and change orders embodying those awards be also processed under paragraph (c) where paragraph (c) is otherwise applicable.

§ 803.396 *Prior approval of awards of "management consultant" contracts.* (a) Notwithstanding anything contained in Subpart B, the technical services will obtain the approval of the Director, Purchases Division, Headquarters, Army Service Forces, before making an award of any contract to a corporation or firm (including a proprietorship) for "management consultant" services, or an award of any supplemental agreement or change order which involves any substantial change in the nature or the services or any substantial increase in the amount of the services to be performed under such a contract. "Management consultant" services are defined as including assistance in inaugurating new or changing old methods of transacting business of the War Department, or in investigating, devising or developing procedures, methods, systems, forms or the like for accomplishing the business of the War Department. Assistance in developing systems of item identification, nomenclature or interchangeability of war matériel is an example of "management consultant" services within the meaning of this section. The character of the work to be performed determines whether the services involved are "management consultant" services within the meaning of this section; the question whether the proposed contractor is engaged primarily in the business of furnishing such services, and the dollar amount of the project, are irrelevant to the determination.

(b) It is the policy of the War Department that to the extent possible, firms shall not be employed to perform "management consultant" services on continuous operating activities, on projects which should be carried on by the War Department with its own personnel, or in lieu of the direct employment of individuals by the War Department or the employment of individuals as consultants. Where it is necessary to employ corporations or firms to perform "management consultant" services, the agreement should be made on a temporary basis and provision should be made for recruiting and training War Department personnel to take over the performance of such services as soon as practicable.

(c) Requests for approval of awards under this section will include the information indicated below or such parts thereof as are relevant to the particular transaction:

(1) Name and address of proposed contractor; its qualifications to perform the services; prior experience, if any;

(2) Necessity for and full description of the work to be performed;

(3) Types of personnel to be employed (for example, clerical, supervisory, engineers, draftsmen) and number of each type;

(4) Period of time required to complete the contract;

(5) Explanation of why the work cannot be accomplished by War Department personnel or by the employment of individual consultants, and steps taken to recruit such personnel;

(6) Price and justification;

(7) Reference to form of contract to be used, noting and justifying any provisions requiring approval of higher authority, or referring to any such approval previously obtained (see, for example, § 803.306 (b) and (d)).

(d) Obtaining approval of an award under this section does not eliminate the requirement that the contract, supplemental agreement or change order be approved by higher authority under § 803.395 (c) if the contract, supplemental agreement or change order is of a type which must receive such approval under the provisions of § 803.395 (c).

[Procurement Reg. 4]

PART 804—BONDS AND INSURANCE

SUBPART B—BONDS

1. In § 804.410, paragraphs (b), (c) and (e) are amended to read as follows:

§ 804.410 *Bonds executed by receivers, trustees, administrators, guardians, or executors as principal obligors.* * * *

(b) All bonds executed by such a court officer should commence substantially as follows:

I (we) John Doe (and _____) as executor(s) (administrator(s)) of the estate of _____, deceased (trustee(s) of _____) (receiver(s) of _____) (guardian(s) of _____).

(c) The execution should be prepared and signed by such court officer in the blank space provided for the signature of the individual obligors and should be in substantially the following form:

John Doe (and _____) as executor(s) (administrator(s)) of the estate of _____, deceased (trustee(s) of _____) (receiver(s) of _____) (guardian(s) of _____).

* * * * *

(e) Bonds executed by a receiver or trustee which may extend beyond the term of his appointment, and all bonds executed by administrators, guardians or executors will not in general be acceptable, unless the court has entered a specific decree authorizing the type of bond in question, or unless in the general decree appointing the officer the court has specifically granted authority to execute the type of bond in question. In either event a duly authenticated copy of the court order should be attached to the copy of the bond.

2. Section 804.412 is deleted, as follows:

§ 804.412 *Reports.* [Revoked.]

SUBPART E—BONDS AND INSURANCE FORMS

Paragraph (l) of § 804.496 is deleted, as follows:

§ 804.496 *Bond forms.* * * *

(l) *Bond data sheet.* [Revoked.]

[Procurement Reg. 5]

PART 805—FOREIGN PURCHASES

In § 805.509, paragraph (i) is amended to read as follows:

§ 805.509 *Purchases from Canadian suppliers.* * * *

(i) *Purchases in Canadian Northwest.* (1) In the past, contracts with suppliers domiciled in the Dominion of Canada for the purchase of materials, machinery, machine tools, and equipment necessary for the construction and maintenance of War Department projects in the Canadian Northwest, including the Alcan highway and associated projects, were not normally made direct with the suppliers but with North West Purchasing Limited, a Canadian Crown Company incorporated by the Canadian Department of Munitions and Supply.

(2) As of 31 August 1944 North West Purchasing Limited ceased to exist as a Crown Company.

(3) Accordingly, future contracts of the type described in subparagraph (1) above will be entered into with the suppliers and not with North West Purchasing Limited. Normally, however, the agency of the Department of Munitions and Supply located at Edmonton, Alberta, will be given advance notice of required purchases and will allocate and negotiate the contracts. In unusual cases clearance through the agency of the Department of Munitions and Supply may be dispensed with, under such regulations as may be issued by the Commanding General, Northwest Service Command. See also §§ 812.1205 (d) and 812.1291 (a).

[Procurement Reg. 6]

PART 806—INTERBRANCH AND INTERDEPARTMENTAL PURCHASES

SUBPART B—INTERBRANCH PROCUREMENT

1. Paragraph (a) of § 806.604 is amended as follows:

§ 806.604 *Report of actions of the Procurement Assignment Board.* * * *

(a) *Assignment of fuel: charcoal, coal, coke, dust fuels, gas, gasoline, oil (fuel), wood, etc. (FSSC Class 7).*

Items	Spec.[1]	Req.	Funds	Pur.	Insp.
Gasoline with Octane Rating Higher than 80: All Uses. (This assignment covers but is not limited to the uses enumerated below, and assignments as to such uses are modified accordingly.)	AAF	AAF	AAF	AAF	AAF
Army Air Forces Aircraft: All fuels, except gasoline with octane rating higher than 80, which is covered above	AAF	AAF	AAF	AAF	AAF

[1] The service or services (other than the Army Air Forces) assigned the function of "Specification" for the petroleum products listed above shall coordinate and clear this function with the War Department Committee on Liquid Fuels and Lubricants through the Fuels and Lubricants Division, Office of the Quartermaster General.

2. Section 806.605a is amended to read as follows:

§ 806.605a *Indefinite quantity contracts executed by various technical services.* In the succeeding paragraphs there is set forth information with respect to certain indefinite quantity contracts executed by various technical services under which all of the technical services are obliged to purchase their requirements. However, when it appears to his satisfaction that an item contracted for under an indefinite quantity contract was not purchased under such contract because the necessity of doing so was overlooked, the chief of the technical service which executed the indefinite quantity contract may ratify the purchase. This will be done, however, only where it appears that the oversight represents an isolated instance and not a continued course of neglect. A statement should be presented to the chief of the technical service setting forth all the facts, including the contract price paid as compared to that payable under the indefinite quantity contract and all facts bearing upon the failure to purchase under the indefinite quantity contract.

3. The list in § 806.605d is amended by replacing, in the column headed "Contractor," the item "Capitol Yeast Co., 105 Cambridge Street, Boston, Mass." by "Varnum Yeast Co., 105 Cambridge St., Boston, Mass."

SUBPART C—INTERDEPARTMENTAL PURCHASES

1. In § 806.606 (g) the list of mandatory schedules is amended as follows:

§ 806.606 *Purchases under contracts of Procurement Division, Treasury Department.* * * *

(g) *Mandatory schedules.* * * *

Description of Item, Schedule of Supplies and Period
Books; 35; December 1, 1943, to November 30, 1944, and December 1, 1944, to November 30, 1945.
* * * * *
Wood Furniture and Specialties: Desk trays; costumers.[2]

2. In § 306.608 (c), the item "Wood Furniture * * *" is amended as follows:

§ 806.608 *Purchases from Federal Prison Industries, Inc., Department of Justice.* * * *

(c) *General clearance.* * * *

*4½ by 8¼ inches, Kraft, open side, window (for War Bonds).

3. In § 806.609 (b) (1), the last item in the list is amended to read as follows:

§ 806.609 *Purchases under contracts of Post Office Department.* * * *

(b) *Envelopes authorized for supply to the military service.* (1) * * *

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*There has been no Item No. assigned to this envelope.

[2] This item is in the form appearing after amendments by letters, dated 11 July, 25 August, and 9 October 1944, from Federal Prison Industries, Inc.

[Procurement Reg. 7]

PART 807—DISPOSITION OF PROPERTY

CROSS REFERENCE: See note following table of contents for Subchapter B.

[Procurement Reg. 8]

PART 808—FEDERAL, STATE AND LOCAL TAXES

SUBPART C—EXEMPTIONS FROM FEDERAL EXCISE TAXES

1. In § 808.812, paragraph (a) is amended to read as follows:

§ 808.812 *Exemption from manufacturers' excise taxes of sale of certain supplies and equipment for vessels of war including aircraft.* * * *

(a) *Policy as to claiming exemption described in § 808.812.* Serious administrative burdens would be imposed if the exemption described in § 808.812 were to be claimed with respect to articles of a character usable either (1) as supplies or legitimate equipment for vessels of war including aircraft or (2) otherwise. This exemption will not be claimed, contract prices will not exclude Federal excise taxes on the basis of this exemption and proof of this exemption will not be furnished to contractors, except that such action may be taken in connection with purchases of the following items:

(i) Aviation gasoline.

(ii) Lubricating oil suitable only for aircraft engines.

(iii) Aircraft tires and inner tubes.

(iv) Aerial photographic cameras including gun cameras, lenses, apparatus, equipment, and films therefor.

2. In § 808.814, the text preceding paragraph (a) is amended to read as follows:

§ 808.814 *Sales under contracts entered into prior to 1 June 1944 and agreements and change orders supplemental thereto.* Exemption from the manufacturers' excise taxes (§ 808.802) and the retailers' excise taxes (§ 808.804) remain available as to sales for the use of the United States pursuant to a contract entered into prior to 1 June 1944 or to any agreement or change order (executed prior to, on or after 1 June 1944) supplemental to such contract and bearing the same Government contract number. (Sec. 307 (b) (1), Revenue Act of 1943.) No such exemption remains available as to excise taxes on transportation and communication referred to in §§ 808.805 to 808.808, inclusive. Accordingly, exemptions from the manufacturers' and retailers' excise taxes remain available with respect to:

(1) Sales to the United States by prime contractors under fixed price contracts entered into prior to 1 June 1944, if the prices exclude the taxes on such sales, and under cost-plus-a-fixed-fee contracts entered into prior to that date; and

(2) Purchases by such prime contractors from their suppliers or subcontractors under purchase orders or subcontracts entered into prior to, on or after 1 June 1944: *Provided*, That their prime contracts contemplated tax exclusive

purchases and that the purchase orders or subcontracts provide for the exclusion of the taxes from the prices of the articles purchased. (As a general rule, fixed price prime contracts entered into on and after 1 March 1943 in conformity with the policies set forth in the Appendix to this part have not contemplated tax exclusive purchases by prime contractors—see § 808.897.)

SUBPART D—TAX EXEMPTION CERTIFICATE FORMS AND PROCEDURE

Sections 808.822 (a) and 808.823 are amended to read as follows:

§ 808.822 *U. S. Government Tax Exemption Certificate, Form 1094.* * * *

(a) *Form 1094; where used.* U. S. Government Tax Exemption Certificate Form No. 1094 will be issued by the appropriate officer where required by the contract to supply proof of exemption with respect to those taxes which have been excluded from the contract price, as follows:

(1) All Federal excise taxes from which exemption is available on the basis of purchase for the use of the United States. See §§ 808.812 and 808.825 in connection with exemption under section 3451, Internal Revenue Code.

(2) All state and local taxes, except when a different form is required by the state or local tax authority. (See § 808.830)

* * * * *

§ 808.823 *Supply and reports of standard forms.* (a) Standard Forms 1094, 1094A, 1094B and 1094C will be requisitioned and distributed as prescribed in AR 310-200.

(b) Such forms will be subject to special control as prescribed in paragraph 10, AR 310-100.

(c) Submission of reports accounting for such forms is indefinitely suspended.

[Procurement Reg. 9]

PART 809—LABOR

SUBPART E—WALSH-HEALEY PUBLIC CONTRACTS LAW

1. Subparagraph (15) is added to § 809.917 (b), as follows:

§ 809.917 *Applicability.* * * *

(b) * * *

(15) Pursuant to an opinion of the Solicitor's Office, Department of Labor, released 9 August 1944, contracts which were originally $10,000 or less but are subsequently amended so as to increase the price to an amount in excess of that figure must contain the Walsh-Healey stipulations after such an amendment. This is so, irrespective of whether the amendment is the result of unilateral action by the War Department (under a change order or similar provision) or of mutual consent of the parties. With respect to contracts exceeding $10,000 which are subsequently modified to a figure of $10,000 or less, (i) the Walsh-Healey Act would not apply to any work performed thereunder after the date of modification if the reduction were effected by mutual consent of the parties, but (ii) the act would apply to such work if the reduction were effected by unilateral action of the War Department authorized by the contract.

SUBPART G—WAGE AND SALARY STABILIZATION

1. Sections 809.977m, 809.977p and 809.977q are amended to read as follows:

§ 809.977m *Amount of salary payment.*

§ 1002.10 *Amount of salary payment.* The general regulations provide that the Commissioner, except as otherwise provided in Executive Order 9299 of February 4, 1943, prescribing regulations and procedure with respect to wage and salary adjustments for employees subject to the Railway Labor Act shall have authority to determine, under regulations to be prescribed by the Commissioner with the approval of the Secretary of the Treasury, whether salary payments are made in contravention of the act. The Commissioner's jurisdiction is confined to cases where the rate at which the salary, exclusive of bonuses and additional compensation and without regard to the contemplated adjustment, computed on an annual basis, is:

(a) In excess of $5,000.00 per annum in the case of individuals employed in any capacity whatsoever; and

(b) $5,000.00 or less per annum in the case of individuals (1) who are employed in bona fide executive, administrative, or professional capacities and (2) who in their relations with their employer are not represented by duly recognized or certified labor organizations and (3) whose services are not within the meaning of "agricultural labor" as defined in paragraph (a) of § 4001.1 of the General Regulations.

Jurisdiction, in the case of individuals who are compensated solely on a percentage basis, depends upon the amount of total compensation received by the employee for the employer's last accounting year ended prior to the proposed adjustment. If the total compensation of the employee for the employer's next preceding accounting year is in excess of $5,000, any change in the rate of percentage is subject to the jurisdiction of the Commissioner.

Other salary payments are subject either to the jurisdiction of the Board or the War Food Administrator, as prescribed in the General Regulations. If, for example, the rate of salary, exclusive of bonuses and additional compensation, is to be increased from $4,500.00 per annum to $5,200.00 per annum (and paragraph (b) is inapplicable), approval of such increase, if required, must be obtained from the Board.

§ 809.977p *Commissioner's approval required.*

§ 1002.13 *Commissioner's approval required.* Section 1 of the act provides in effect that salaries, so far as practicable, shall be stabilized at the levels which existed on September 15, 1942. In the case of a salary rate of $5,000 or less per annum existing on October 27, 1942, or established thereafter in compliance with these regulations, and in the case of a salary rate of more than $5,000 per annum existing on October 3, 1942, or established thereafter in compliance with these regulations, no increase shall be made by the employer, except as provided in § 1002.14, without prior approval of such increase by the Commissioner. Any salary increase made before the required approval of the Commissioner is obtained is from the date of such increase in contravention of the act. (See §§ 1002.28 and 1002.29 for the consequences of a salary payment made in contravention of the act.) The Commissioner may, however, approve an increase in salary rate to be effective as of the date of the application for approval.

The burden of justifying an increase in salary rate shall in every instance be upon the employer seeking to make such increase. Increases in salary rates will not be approved except in the following cases:

(1) Such increases as are clearly necessary to correct substandards of living.

(2) Such adjustments as may be deemed appropriate by the Commissioner and have not heretofore been made to compensate in accordance with the Little Steel formula as heretofore defined by the Board, for the rise in the cost of living between January 1, 1941, and May 1, 1942.

(3) Salary revisions clearly necessary to adjust salaries up to the minimum of the tested and growing rates paid for the same work in the same or most nearly comparable plants or establishments in the same labor market, except in rare and unusual cases, in which the critical needs of war production require the setting of a salary at some point above the minimum of the going salary bracket.

(4) Reasonable adjustments may be made with the approval of the Commissioner in case of promotions, reclassifications, merit increases, incentive wages, or the like, *Provided,* That such adjustments do not increase the level of production cost appreciably or furnish the basis either to increase prices or to resist otherwise justifiable reduction in prices.

In connection with the approval of wage and salary adjustments necessary to eliminate sub-standards of living or to give effect to the Little Steel formula or in connection with the adoption of a longer work week, salary adjustments may be approved for workers in immediately interrelated job classifications to the extent required to keep the minimum differentials between immediately interrelated job classifications necessary for the maintenance of production efficiency. Such adjustments are to be tapered off rigorously in application to higher job classifications so as to apply only to the extent necessary for productive efficiency in the interrelated job classifications.

A promise made by an employer to his employees prior to October 3, 1942, that salaries would be increased in the future is generally to be ignored in determining whether an increase after that date should be approved. The same rule is applicable with respect to a promise made by an employer prior to October 27, 1942, in the case of employees whose salary rates are $5000.00 or less per annum.

An employer who has established a new job classification, or who has begun business, after October 3, 1942, must obtain approval of the Commissioner for the payment of salaries for such job classification or in such new business; *Provided, however,* That if the salary rates in question are not in excess of the minimum of those prevailing for similar job classifications within his own organization or if no such rates are available, then within the local area on September 15, 1942, the approval of the Commissioner is not required. An increase in a salary rate for a job classification established after October 3, 1942, shall be subject to the limitations provided in this subpart.

A mere change in the name, organization, or financial structure of an employer, whether such employer be an individual, partnership or corporation, will not in itself be sufficient for a finding that, for the purposes of these regulations, a new business has been begun or new job classification established after such change.

Any change in a salary rate, regardless of its effective date, which results from an award or decision of an arbitrator or referee made after October 3, 1942, in the case of salaries of more than $5,000 per annum, and after October 27, 1942 in the case of salaries of

$5,000 or less per annum, is subject to the provisions of these regulations notwithstanding that the agreement or order for arbitration or reference was made on or before October 3, 1942 or October 27, 1942, as the case may be.

Unless otherwise expressly exempted, any change in a salary rate, provided for in any agreement existing as of October 3, 1942 in the case of salaries of more than $5,000 per annum, or as of October 27, 1942 in the case of salaries of $5,000 or less per annum, which is to take effect at some future date or on the happening of some future event, is subject to the provisions of these regulations regardless of when the agreement was made.

Payment for overtime will constitute an increase in salary rate and thus will require the approval of the Commissioner, unless the customary practice of the employer has been to pay for overtime and the rate and scheduled number of overtime hours of work have not been changed. Employers who, prior to October 3, 1942, had an established plan of granting vacations with pay, may continue to grant vacations with pay in accordance with such established plan without obtaining prior approval. Pay in lieu of vacation does not require the prior approval of the Commissioner if computed in accordance with a vacation plan established prior to October 3, 1942, or in accordance with a plan approved thereafter by the Commissioner. Vacation pay and pay in lieu of vacation computed on the basis of the current workweek may be paid without prior approval.

The adoption of a vacation plan or a change in an established vacation plan which increases the amount of vacation pay requires approval.

Except as may be otherwise provided from time to time by the Commissioner, an application for the approval of a salary increase shall be filed by the employer with the regional office of the Salary Stabilization Unit of the Bureau of Internal Revenue in whose territorial jurisdiction the main office or principal place of business of the employer is located. Such application shall be filed on forms prescribed by the Commissioner and shall contain such information as may be required by the Commissioner.

(a) Where an employer has numerous employees on a weekly salary basis and who receive stipulated salaries for a week comprised of 48 hours of work, without provision for overtime compensation, approval by Commissioner of Internal Revenue is required to increase weekly salaries on a pro rata hourly basis for all hours worked in excess of 48. Likewise, approval of the Commissioner is required to effect a pro rata hourly reduction of the weekly salaries under the same circumstances (letter of Commissioner of Internal Revenue dated December 22, 1942).

(b) Where an employer has numerous employees who receive stipulated salaries per week of 40 hours of work with provision for time and one-half compensation for all hours worked in excess of 40 per week, approval of Commissioner of Internal Revenue is required to increase the base weekly salary for 40 hours of work but not for pro rata overtime (letter of Commissioner of Internal Revenue dated December 22, 1942).

§ 809.977q *Commissioner's approval not required.*

§ 1002.14 *Commissioner's approval not required.* The Commissioner's approval is not required where a reasonable increase in the rate at which the salary, exclusive of bonuses and additional compensation, is computed, is made both in accordance with the terms of a salary agreement or salary rate schedule in effect on October 3, 1942, or approved thereafter by the Commissioner, and is a result of:

(a) Individual promotions or reclassifications,

(b) Individual merit increases within established salary rate ranges,

(c) Operation of an established plan of salary increases based on length of service within established salary rate ranges,

(d) Increased productivity under incentive plans,

(e) Operation of a trainee system, or

(f) Such other reasons or circumstances as may be prescribed in rulings or regulations promulgated by the Commissioner from time to time.

For purposes of this section, the term "salary plan" or "salary rate schedule" may include a salary policy in effect on October 3, 1942, even though not evidenced by written contracts or written rate schedules. For example, a salary policy may be determined from previous payroll records or other payroll data. The existence of such policy, however, must be established to the satisfaction of the Commissioner, and the burden of proof rests upon the employer. In such cases, the employer in advance of making an increase in salary rate may reduce the salary policy to writing and secure approval thereof by the Commissioner. Top salary rate of a given job classification shall not be increased, without approval, to a salary in excess of a maximum salary paid for the given job classification for a period of years prior to October 3, 1942. Promotions and reclassifications for the purposes of this section comprehend only cases involving materially increased responsibilities or a substantial change in the nature of the work performed. Merit increases within a given salary range and increases based upon length of service shall not exceed in frequency or in maximum amount the frequency or maximum amount given in such positions in that salary range during normal periods as established by the employer's records or for a period of years to October 3, 1942, and there shall be no substantial increase in the average salary in any given salary range.

Where an employer had, prior to October 3, 1942, customarily paid a salary or salaries on a fixed percentage basis, or had entered into a contractual agreement prior to that date to pay a salary or salaries on a fixed percentage basis, such employer may continue to pay, without the approval of the Commissioner of Internal Revenue, such salary or salaries determined in accordance with such custom or agreement, provided no change has been made in the percentage or method of determining the amount payable.

Employers who have customarily paid bonuses or other additional compensation may continue to pay such bonuses or other additional compensation without prior approval, subject to the following limitations:

(1) If an employee's base salary has not been increased since October 3, 1942 (in the case of salaries in excess of $5,000 per annum), or October 27, 1942 (in the case of salaries of $5,000 or less per annum), as the case may be, the employer may pay the employee a bonus in an amount which does not exceed the higher of the following:

(i) The dollar amount of the bonus paid on any basis other than a fixed percentage basis for the employer's last accounting year ended prior to October 3, 1942. (See subparagraph (5) below), or

(ii) The dollar amount of bonus paid on any basis other than a fixed percentage basis authorized under the Salary Stabilization Regulations for the employer's first accounting year ending after October 3, 1942, provided the bonus does not exceed 50 percent of the employee's base salary. Approval is necessary if the bonus exceeds 50 percent of the employee's salary. (See subparagraph (5) below.)

(2) If an employee's base salary has been increased since October 3, or 27, 1942, as the case may be, the employer may pay the employee a bonus not to exceed the same fixed dollar amount of bonus paid him for the employer's first accounting year ending after October 3, 1942, provided the bonus does not exceed 20 percent of his present salary. (See subparagraph (5) below.)

(3) If an employer, prior to October 3, 1942, has regularly paid an employee a bonus based upon a fixed percentage of salary (exclusive of bonuses and additional compensation) and the percentage has no been changed, the employer may pay the employee a bonus determined by such percentage of salary, even though the amount of bonus may be increased due to an increase in salary (exclusive of bonuses and additional compensation) authorized under these regulations.

(4) If the employer had, prior to October 3, 1942, customarily paid bonuses on a fixed percentage basis or had entered into a contractual agreement prior to that date to pay bonuses on a fixed percentage basis, the employer may pay a bonus determined in accordance with such custom or agreement, provided no change has been made in either the percentage or method of determining the bonus fund, and no change has been made in the percentage or method of determining the amount payable to each employee. The payment of bonuses out of a fund based on a fixed percentage of profits, sales or the like (whether or not the percentage has been changed since October 3, 1942), where the amount to be distributed to the individual employee is at the discretion of the employer, or his representative, is governed by the provisions of subparagraphs (1) and (2) above.

(5) If an employee's bonus is determined on a fixed percentage basis authorized under the regulations, the payment of any amount in excess of the bonus determined under the fixed percentage plan may not be made without prior approval, notwithstanding the provisions of subparagraphs (1) and (2) above.

The term "last bonus year" ending before October 3, 1942, means the employer's last accounting year, calendar or fiscal, ending prior to that date. For example, an employer operating on a fiscal year ending on August 31, would have as his last bonus year prior to October 3, 1942, the fiscal year ending August 31, 1942.

With respect to the limitation on the effect of increases made under this section, see § 1002.14 (a).

The provisions of this section may be illustrated as follows:

(1) The X Corporation began business in 1940. As of July 1, 1942, pursuant to a corporate resolution duly passed in January 1942, all of its salaried employees received more than $5,000 per annum. No approval of the Commissioner is required to increase the salary of the employee who is promoted in November 1942 from a salesman to a general manager and who receives a salary which is not in excess of the minimum of the salary rate range previously established for the position of general manager or in excess of 15 per cent above the employee's salary at the time of promotion, whichever is greater. In no case may the salary be paid in excess of the maximum of the salary rate range without approval.

(2) The X Corporation in December 1942 wishes to establish a new salary rate schedule raising the level of compensation of all its salaried employees. Approval by the Commissioner of such schedule is required. Assuming that such approval has been obtained, further approval by the Commissioner of any adjustment under such schedule coming within this section is not required.

(3) The Y Corporation begins business on November 1, 1942. The salaries paid by it to its employees are commensurate with salaries paid by other employers in comparable businesses in the same local area. Pay-

ment of such salaries does not require the approval of the Commissioner. Any increase in salary rates, however, requires the approval of the Commissioner.

(4) The M Corporation, which has manufactured furniture since 1925, is reorganized in November 1942 and emerges from the reorganization proceedings as the N Corporation. There is no change in the nature of the business although there is a substantial alteration in the financial structure of the company. The N Corporation is not to be treated as a new employer beginning business after October 27, 1942. Consequently, any general increase in salaries over and above those paid by the M Corporation requires the prior approval of the Commissioner.

(5) Employees of the Z Corporation have customarily received a bonus of 5 percent of their annual salary at the end of each calendar year. If, for example, one of the employees received $6,000 in 1941 but received salary of $7,000 in 1942 due to a salary increase on July 1, 1942, a bonus of $350 may be paid to him for 1942 without prior approval of the Commissioner, notwithstanding that his bonus for 1941 was only $300.

2. Subparagraph (2) of § 809.979 (r) is amended to read as follows:

§ 809.979 *Jurisdiction and procedure of Regional War Labor Boards.* * * *

(r) *Reconsideration of directive orders and rulings.* * * *

(2) The party petitioning for reconsideration shall serve a copy of the petition on all other parties at the same time that it is filed with the Regional Board. The other parties shall have fourteen days from the mailing of the copy of the petition to the Regional Board in which to mail to the Regional Board an answer to or comments thereon. Such answer or comments, if filed, shall be served on the other parties to the case. The filing of such petition for reconsideration does not preclude the filing of a petition for review, but shall not extend the time for filing a petition for review nor change the date when the directive order takes effect.

3. Section 809.980ff is added as follows:

§ 809.980ff *General Order No. 38.*

Except as noted in paragraph (b) hereof, the institution of a new incentive wage or piece rate, the extension of an established incentive wage or piece rate to departments not covered by existing wage incentive or piece rate plans, and the change or modification of an established incentive wage or piece rate require the approval of the National War Labor Board. An established incentive wage or piece rate is a rate which was in existence on or prior to October 3, 1942, or has been approved by the National War Labor Board since that date, or which was placed in effect without the approval of the Board pursuant to General Order No. 6.

(b) The approval of the National War Labor Board is not required:

(1) Where the rate is changed to reflect a change in method, product, tools, material, design, or production conditions. Such a change in rate must maintain the established relationship between earnings and effort, so that equivalent earnings will be paid for equivalent effort. The failure to make such a change constitutes an unauthorized wage increase or decrease.

(2) Where a new production item is placed on an incentive wage or piece rate basis in those parts of a plant where an established incentive wage or piece rate plan is in operation, provided that the principles of the plan which is in operation are applied to the new item. In establishing incentive wage or piece rates for new production items, equivalent occupational earnings must be maintained for equivalent effort. Ordinarily this result is accomplished by the maintenance of established rate setting practices based on engineering principles.

(c) If an incentive wage or piece rate which is set without Board approval as provided in paragraph (b) hereof is found to have been inaccurately determined, such rates must be immediately adjusted to bring it into conformity with the principles outlined in this order.

(d) Employers who make wage adjustments without Board approval shall maintain adequate records indicating that the adjustments were made in accordance with the principles outlined in this order. If the new rates established without the approval of the National War Labor Board under paragraph (b) hereof result in increases or decreases in average hourly earnings of the affected employees the employer must be prepared to show that such increases or decreases are the result of increased or decreased level of performance.

(e) The provisions of this general order supersede the provisions of General Orders Nos. 5, 6, 9, and 31 to the extent that such orders may relate to the institution, change or modification of incentive wage and piece rates.

SUBPART K—FAIR EMPLOYMENT PRACTICE

In § 809.994a (a), subparagraph (12) is added as follows:

§ 809.994a *Interpretations of Executive Order No. 9346.* * * *

(a) *Contracts.* * * *

(12) The requirement that parties to contracts with the Government of the United States (or agencies of said Government) include a non-discrimination clause "in all sub-contracts" is applicable only in those cases in which the subcontract is entered into solely for the purpose of enabling the prime contractor to fulfill an obligation (or obligations) imposed by the Government contract.

[Procurement Reg. 10]

PART 810—PLANT FACILITIES EXPANSIONS

SUBPART A—POLICY

1. Section 810.1003a is added as follows:

§ 810.1003a *Costs of removing and dismantling Government owned facilities.* (a) The obligation to perform the operation of (1) dismantling Government owned facilities (and preparing them for shipment) and (2) removing the facilities from the contractor's plant, and the question of whether either or both of such operations shall be performed at Government expense, are not uniformly treated in War Department contracts. This is largely the result of periodic changes in standard forms. Many facilities articles and leases obligate the contractor to perform the operation of dismantling facilities at his own expense but obligate the Government to remove the facilities at the Government's expense. A few facilities contracts obligate the contractor to perform the operation of dismantling but provide for the reimbursement of his costs of doing so. Some contracts contain provisions obligating the Government to remove facilities from the contractor's plant or providing that the contractor's expense of removal will be reimbursed to it by the Government, and are silent on the dismantling, in which case "remove" and "removal" may be fairly interpreted to include dismantling.

(b) With the exception of the few instances in which it is necessary to comply with express covenants for reconversion, it is the policy of the War Department (see §§ 810.1003 and 802.238 (b)) that the Government will not bear any part of the cost of reconverting the contractor's plant to commercial production. In connection with the dismantling of facilities and their removal from the contractor's plant this policy is interpreted to prohibit reimbursement of the contractor (or the assumption by the Government of the obligation to perform the work) for any items of expense relating to the restoration, repair, or alteration of the premises in order to correct a condition which was created by or resulted from the installation of the facilities. (For example, reimbursement will not be made for the cost of removal of footings or filling of pits which were constructed for the installation of the facilities. Similarly, reimbursement will not be made for the costs of repairing or filling holes or apertures in floors, walls or roof which were made as an incident to installation and remain after dismantling and removal.)

(c) It is recognized, however, that incidental structural damage may in some cases be caused to the premises by the operations of dismantling the facilities or removing them from the plant. Wherever such damage is directly and intentionally caused in the process of performing an operation which the Government is obligated by the terms of the particular contract to perform (or for the performance of which the Government is obligated to reimburse the contractor) the obligation will be interpreted to include the repair of such incidental damage at Government expense. (For example, assuming the Government is obligated by the contract to remove facilities or to reimburse the contractor for doing so, the obligation would include the expense of opening or destruction and the subsequent rebuilding of a wall, partition or floor in cases where the removal of the facilities, as distinguished from their dismantling, required such opening or destruction. In case the contract obligates the Government to dismantle the facilities or to reimburse the contractor for doing so, the obligation would include the expense of the repair of any structural damage directly and intentionally caused in the process of dismantling.)

2. Paragraph (c) of § 810.1004a is deleted as follows:

§ 810.1004a *Use of War Department owned machine tools and other industrial equipment for other than War Department production.* * * *

(c) *Quarterly summary report.* [Revoked.]

[Procurement Reg. 11]

PART 811—MISCELLANEOUS PURCHASE INSTRUCTIONS

SUBPART B—PATENTS

1. In § 811.1110, paragraphs (c) (5) and (6), (e) and (i) are amended to read as follows:

§ 811.1110 *Agreement with the United Kingdom for the interchange of patent rights and industrial information.* * * *

(c) *Handling of requests by the United Kingdom.* * * *

(5) A form of license to be used in procuring items under the Agreement, together with certain conditions as to its use, is set forth in a Resolution adopted 7 October 1944 by the Joint British-American Patent Interchange Committee. Copies of this resolution may be obtained from the Legal Branch, Office of the Director of Matériel, Headquarters, Army Service Forces. Licenses substantially deviating from such form, or the conditions specified, will be cleared with the Legal Branch.

(6) The transfer of technical information to the United Kingdom government under the Agreement is governed by the provisions of War Department Memorandum W 380–44, dated 25 February 1944 as amended 24 July 1944.

* * * * *

(e) *Handling of requests for aeronautical items.* Requests by the United Kingdom and by the United States for aeronautical items will be handled as provided in paragraphs (c) and (d) above except that the duties therein assigned to the Director, International Division, Headquarters, Army Service Forces will be performed by the Chief, International Branch, Matériel Division, Office of Assistant Chief of Air Staff, Matériel and Services, Headquarters, Army Air Forces.

* * * * *

(i) *Notice of claim of infringement.* As stated in paragraph (b) (9) above, prompt notice of any claim of infringement should be given (1) to the Director, International Division, Headquarters, Army Service Forces, or to the Chief, International Branch, Matériel Division, Office of the Assistant Chief of Air Staff, Matériel and Services, Headquarters; Army Air Forces, as the case may be, for the purposes specified in paragraph (b) (9), and (2) to the Chief, Patents Division, Office of The Judge Advocate General for record purposes.

2. In § 811.1111, the text preceding paragraph (a) is amended and paragraph (b) is added, as follows:

§ 811.1111 *List of lend-lease and reciprocal aid agreements.* The published lend-lease and reciprocal aid agreements are as follows:

LEND-LEASE AGREEMENTS	Date
Australia	[1]
Belgium	June 16, 1942
Bolivia	Dec. 6, 1941
Brazil	Mar. 3, 1942
Canada	[2]
Chile	Mar. 2, 1943
China	June 2, 1942
Colombia	Mar. 17, 1942
Costa Rica	Jan. 16, 1942
Cuba	Nov. 7, 1941
Czechoslovakia	July 11, 1942
Dominican Republic	Aug. 2, 1941
Ecuador	Apr. 6, 1942
El Salvador	Feb. 2, 1942
Ethiopia	Aug. 9, 1943
French Committee of National Liberation [3]	Sept. 25, 1943
Greece	July 10, 1942
Guatemala	Nov. 16, 1942
Haiti	Sept. 16, 1941
Honduras	Feb. 28, 1942
Iceland	Nov. 21, 1941
Liberia	June 8, 1943
Mexico	Mar. 18, 1943
Netherlands	July 8, 1942
New Zealand	[1]
Nicaragua	Oct. 16, 1941
Norway	July 11, 1942
Paraguay	Sept. 20, 1941
Peru	Mar. 11, 1942
Poland	July 1, 1942
United Kingdom	Feb. 23, 1942
U. S. S. R.	June 11, 1942
Uruguay	Jan. 13, 1942
Venezuela	Mar. 18, 1942
Yugoslavia	July 24, 1942

RECIPROCAL AID AGREEMENTS	Date
Australia	Sept. 3, 1942
Belgium	Jan. 30, 1943
French Committee of National Liberation [3]	Sept. 3, 1942 Sept. 25, 1943
Liberia	Apr. 10, 1944
Netherlands	June 14, 1943
New Zealand	Sept. 3, 1942
United Kingdom	Sept. 3, 1942

[1] No master lend-lease agreement has been concluded with either Australia or New Zealand, but in the reciprocal aid agreements entered into with these countries, they accepted the principles of the lend-lease agreement with the United Kingdom as applicable to their lend-lease relations with the United States.

[2] In an exchange of notes dated 30 November 1942, Canada accepted the underlying principles of Article VII of the master agreement.

[3] Territory under the jurisdiction of the French National committee was declared eligible to receive lend-lease aid on 11 November 1941, and a reciprocal aid agreement was entered into with the Committee on 3 September 1942. French North and West Africa were declared eligible to receive lend-lease aid on 13 November 1942. On 25 September 1943, a lend-lease modus vivendi agreement governing lend-lease aid and reciprocal aid was entered into with the French Committee of National Liberation, successor to the French National Committee and to the Haut Commandement en Chef Civile et Militaire established in French North and West Africa after the events of November 1942.

PATENT INTERCHANGE AGREEMENT

Agreement between the United States and the United Kingdom of Great Britain and Northern Ireland on the Interchange of Patent Rights, Information, Inventions, Designs, or Processes, 24 August 1942; Executive Agreement Series No. 268.

* * * * *

(b) *Claims or information concerning infringement of United States patents owned by nationals of lend-lease and reciprocal aid countries.* Where it appears that an invention covered by a patent or an application for a patent of the United States has without license been used or manufactured by the United States, or by any person, firm or corporation for the United States with its authorization and consent, and the patent owner is a national of any of the countries listed in this section, or where claim of such use or manufacture is made by or on behalf of such national, the chief of the technical service to whose attention the matter comes will give prompt notice thereof to the Director, International Division, Headquarters, Army Service Forces, with a request to obtain as reciprocal aid from the government of which the patent owner is a national such release and license, assignment, waiver, authority or agreement concerning the matter or may be necessary to protect the interests of the United States. In cases of this nature arising in the Army Air Forces, the notice and request will be addressed to the Chief, International Branch, Matériel Division, Office of Assistant Chief of Air Staff, Matériel and Services, Headquarters, Army Air Forces.

SUBPART H—MISCELLANEOUS MATTERS

Section 811.1182b is added as follows:

§ 811.1182b *Notice of shipment by contractors.* (a) It is important that proper notices of shipment be dispatched by contractors to consignee establishments (especially in the case of shipments destined for ports of embarkation) and, in certain cases, also to other persons, or installations. The "Notice of Shipments" article (§ 803.328) to be inserted in supply contracts requires a notice of shipment to be sent to whomever the contracting officer may designate, and in the form, by the means, and on the occasions required by him.

(b) The main sources of instructions concerning notices of shipment are paragraph 7 of AR 55–105, as amended, paragraph 33 of TM 38–415 and section V, Circular No. 379, War Department, 1944 (the latter two references relate to shipments to ports of embarkation). Other general and special instructions on the subject of notices of shipment are also issued from time to time by certain of the technical services. The chiefs of the technical services will bring to the attention of all contracting officers the requirements of the pertinent publications and instructions referred to above, and will implement them with such supplementary instructions as they deem advisable.

(c) Contracting officers should be fully informed concerning the notices of shipment to be required so that they may issue proper instructions to contractors which will avoid the sending of unnecessary notices by contractors and last-minute requests by contractors for instructions. For instance, since the contractor will not ordinarily be required to dispatch a notice in the case of shipments of less than one carload (or equivalent), proper instructions should be given sufficiently in advance so that contractors making such small shipments will not be required to make unnecessary and burdensome calls upon contracting officers for directions. It is suggested that form instructions to contractors, concerning the notices of shipment required to be given, be prepared and furnished by contracting officers to contractors sufficiently in advance of shipments. Where form instructions are not feasible, contractors should be

instructed to notify the contracting officers at least 24 hours in advance of the scheduled delivery to a carrier, so that appropriate instructions may be given. Instructions to contractors should require that in the case of classified shipments all classified information be omitted from the notice and such general terminology substituted therefor as is permissible under security regulations, and may also require, in the case of classified shipments, that the contracting officer shall approve the exact form of notice before it is sent by the contractor. Since the types and details of notices to be sent may be subject to frequent change, it is not deemed desirable to specify in the contract article itself the details of when and by what method notices are to be sent and what information they should contain.

[Procurement Reg. 12]

PART 812—RENEGOTIATION AND PRICE ADJUSTMENT

APPENDIX

NOTE: For Renegotiation Regulations, see 9 F.R. 4135, 6154, 7020, 9107, 9907, 11764, 12845, 13858.

[Procurement Reg. 13]

PART 813—FORMS OF CONTRACTS

1. In § 813.1317c (b) paragraph 4 is added to the reverse side of the form as follows:

§ 813.1317c *W. D. Contract Form No. 47 (W. D. Forms Nos. 47 and 47a); Short Form, Revised 1 April 1944.* * * *

(b) *Contract forms.* * * *

(REVERSE SIDE OF W. D. CONTRACT FORM NO. 47)

* * * * * *

4. *Notice of Shipments.* At the time of delivery of any of the following types of shipments to a carrier for rail, motor or water commercial transport, the contractor shall give notice to the consignee establishment including date, route, size and brief general description of the supplies being shipped: (a) shipments of one carload or more consigned to ports of embarkation, depots, arsenals and arsenal plants; (b) shipments of ammunition or gasoline of one carload or more, and shipments of ten carloads or more regardless of the character of the supplies, consigned to any War Department installation or unit of the Army. In the case of shipment to port of embarkation, the notice shall be by prepaid telegraph or teletype; if such shipment is "classified," all classified information shall be omitted and such general terminology substituted therefor as is permissible under security regulations. In respect to the other types of shipments, prepaid telegraph or teletype notice shall be used, except that (i) the contracting officer may permit mail or airmail notice (which may consist of bills of lading, or shipping tickets, or copies of War Department shipping documents) to be substituted if such notice will normally arrive 24 hours prior to arrival of shipment; (ii) if the shipment is "classified" registered mail or registered airmail notice addressed personally to the commanding officer of the consignee establishment and transmitted in double envelopes, or such other method of notice as the contracting officer may specify, shall be used exclusively. A shipment is "classified" within the meaning of this Article if the contracting officer so indicates, or if it is made under a contract marked secret, confidential, or restricted.

2. Section 813.1326 is amended to read as follows:

§ 813.1326 *W. D. Contract Form No. 26*—(a) *Explanatory notes.* (1) W. D. Contract Form No. 26 is available for use for sales by the Government of all types of Government-owned property (except sales of real estate or of buildings or improvements to be severed from real estate) where formal or informal competitive bids are desired or required. The form is intended for use in sales of scrap, waste, and salvage material as well as serviceable and repairable property.

(2) W. D. Contract Form No. 26 may be reproduced by the technical services. It is designed so that the Invitation, Bid and Government's Acceptance can be reproduced on one side of the page, and the General Provisions on the other. The Alternate and Additional Provisions and the Schedule of Property to be Sold may be reproduced on continuation sheets. No physical change or deletion need be made in the General Provisions in cases in which changes or omissions in the articles of the General Provisions are desired; such changes and omissions need only be noted in paragraph 4 of the Invitation. Additional and Alternate Articles should be designated by letters (rather than numbers) and specified in the appropriate place in paragraph 1 of the Invitation.

(3) The use of W. D. Contract Form No. 26 is mandatory for all sales of salvage, scrap, and waste material in place of W. D. Q.M.C. Form No. 327, wherever the securing of bids is authorized or required; to the extent required to conform herewith, TM 38–505 ("Salvage in Zone of Interior"), paragraph 55 and Appendices III and IV are rescinded. The form is available for use in cases of other sales, in accordance with § 821.113, and it is highly desirable that it be used wherever practicable. Subject to Procurement Regulations (e.g. § 803.306), Army Regulations, Technical Manuals (e.g. TM 38–505), and other War Department publications, the technical services (including the service commands) are authorized to permit or require changes or omissions in the General Provisions and the Alternate and Additional Provisions of the form, and to add appropriate Additional Provisions.

(4) It is suggested that the "Instructions to Contracting Officers" be reproduced as part of the form, with such additions and changes as may be required by the needs of the particular technical service. It is also suggested that General Provision 21 (Certificate of Compliance with OPA Regulations) be reproduced on a separate sheet and called to the attention of bidders where applicable, since the certificate requires the bidder's signature.

(b) *Contract form.*

WAR DEPARTMENT

INVITATION, BID AND ACCEPTANCE (SALE OF PROPERTY AND WASTE MATERIAL)

W. D. establishment, office or station, and address:

Invitation No. ----------
Contract No. ----------
Office Ident. No. ----------
Order No. (if any) ----------

This contract is authorized by and negotiated under Public No. 703, 76th Congress, as extended, First War Powers Act, 1941, Executive Order No. 9001, Surplus Property Act of 1944, and other statutes.

INVITATION

Date ----------

1. Written bids in ---------- subject to the terms and conditions specified in this Invitation, in the General Provisions on the reverse side hereof, and in the alternate and additional provisions lettered ---- ---------- will be received at this office until ---------- o'clock -------- M. ---------- 194----, for the purchase of the property listed in the schedule of property to be sold on the accompanying sheets numbered ----------.

Bids [1] will be inclosed in a sealed envelope plainly marked "Bid for Sale of Government Material, Invitation No. ------- to be opened at ----------."
(Time and date)

Bids [2] will be opened publicly at ----------
(place)
at ----------.
(time)

2. Payment will be delivered or mailed to:

---

3. Inspection dates (See General Provision 5): ----------

---

4. Changes made in general provisions:

BID

Date ----------

In compliance with the above invitation for bids, and subject to all the terms and conditions thereof, the undersigned offers and agrees to purchase any or all of the items upon which the undersigned has quoted prices, at the price set opposite each item. Bid guarantee in the amount of ---- (See General Provision 1) is inclosed herewith.

Bidder ---------- Address ----------
By ---------- ----------
(Signature of person authorized to sign this bid)
Title ---------- ----------

GOVERNMENT'S ACCEPTANCE

Date ----------
Accepted as to items numbered ----------

UNITED STATES OF AMERICA,
By ----------
Title ----------
(Contracting Officer)

Total (Estimated) Amount of Receipts $1----------

GENERAL PROVISIONS

1. *Deposits to accompany bid.* Unless otherwise specified, bids must be accom-

---

[1] Delete if sealed bids are not desired.
[2] Delete if a public opening is not appropriate.

panied by cash, certified check, bond, or postal money order made payable to the Treasurer of the United States in the amount of at least twenty per cent (20%) of the total sum of the bid. If the bidder does not receive an award, or if the deposit exceeds the total sum bid on the items accepted by the Government, such remittance or the excess thereof will be promptly returned to the bidder of Purchaser. In other cases, the amount inclosed with the bid will be retained as guarantee for the faithful performance of all the terms and conditions of the purchase: *Provided, however,* That if the contract, by its terms, cannot be performed in less than thirty (30) days the Purchaser shall have the option of substituting a performance bond, acceptable to the Contracting Officer, for the deposit being held as a performance guarantee.

2. *Rejection of bids.* The Government reserves the right to reject any or all bids, regardless of whether the same constitute the highest bids, to waive any informality in bids, and unless otherwise specified by the bidder, to accept any item or items in the bid.

3. *Time for Government's acceptance.* Unless otherwise specified herein, the bidder will allow thirty (30) days from the last date for the receiving of bids (as specified in the Invitation) for acceptance of its bid by the Government.

4. *Terms of bid.* Unless otherwise specified, bids must be submitted on the basis of the unit specified for the item in the Schedule, and bids may be submitted on any or all items. In case of error in the extension of prices in the bid, the unit prices will govern. Each sheet of the bid should show the name of the bidder.

5. *Inspection.* Bidders are invited and urged to inspect the property to be sold prior to submitting bids. Property will be available for inspection at the times specified in the Invitation. No labor will be furnished for such purpose. In no case will failure to inspect be considered ground for a claim.

6. *Sale of property "as is".* Unless otherwise specified, all property is sold "as is"; the Government makes no guaranty, warranty or representation, express or implied, as to the kind, size, weight, quality, character, description or condition of any of the property, or its fitness for any use or purpose; this is not a sale by sample.

7. *Sale of property "where is"; delivery.* Unless otherwise specified, the property is sold "where is", delivery shall be at the present location of the property, and removal shall be accomplished by the Purchaser at its expense; unless the Purchaser removes the property from such location within 10 days (or such other time as may be specified herein) after the date of the Government's Acceptance, the Government shall have the right to dispose of the property and hold the Purchaser responsible for any loss incurred by the Government as a result of the failure to pay for or remove the property; the time of removal, and such other details of removal as may not be provided for herein, shall be arranged with the Contracting Officer. Unless otherwise specified herein, payment in full must be made prior to removal of any property or immediately subsequent to weighing if weighing is necessary pursuant to General Provision 9.

8. *Adjustment for variation in quantity.* Unless otherwise specified, the quantities of the various items listed in the Schedule of Property to be Sold are approximate only. Any variation between the quantity stated for any item and the quantity of such item actually delivered to the Purchaser will be adjusted on the basis of the unit price quoted for such item prior to final payment.

9. *Weighing.* Where weighing is necessary to determine price hereunder, the Purchaser shall arrange for, and pay all expenses of weighing material, whether removal is by truck or by rail, including all switching charges incurred. In case of removal by truck, weighing shall be on (a) Government scales, or (b) other certified scales in the vicinity of present location or (c) certified scales in the vicinity of Purchaser's establishment, at the option of the Contracting Officer, and under his supervision. When removal is by rail, weighing shall be on railroad track scales or by other means acceptable to railroad for freight charge purposes. The weights thus determined shall govern payment.

10. *Responsibility for property sold.* The Purchaser assumes all responsibility and liability for the property after the date of the Government's Acceptance. The Government will exercise its usual care for protection of the property up to the time limit of removal, but will not be responsible for any loss or damage from any cause whatsoever.

11. *Title.* Title to the items of property sold hereunder shall vest in the Purchaser as and when full payment is made therefor.

12. *Payment.* If a deposit has been made, it will be applied against the total balance due. Payment of the balance, or of the full amount due from the Purchaser where no deposit has been required, shall be made by cash, or by certified check, bank draft, postal money order, or irrevocable letter of credit, payable to the Treasurer of the United States, in accordance with the Delivery provisions hereof.

13. *Covenant against contingent fees.* The Purchaser warrants that it has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or at its option, to recover from the Purchaser the amount of such commission, percentage, brokerage or contingent fee, in addition to the consideration herein set forth. This warranty shall not apply to commissions payable by the Purchaser upon contracts or purchases secured or made through bona fide established commercial agencies maintained by the Purchaser for the purposes of doing business.

14. *Officials not to benefit.* No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

15. *Anti-discrimination.* (a) The Purchaser, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin.

(b) The Purchaser agrees that the provisions of paragraph (a) will also be inserted in all of its subcontracts. For the purpose of this article, a subcontract is defined as any contract entered into by the Purchaser with any individual, partnership, association, corporation, estate, or trust or other business enterprise or other legal entity, for a specific part of the work to be performed in connection with the sale of property under this contract: *Provided, however,* That a contract for the furnishing of standard or commercial articles or raw materials shall not be considered as a subcontract.

16. *Price adjustment.* If at the time of payment for any of the property by the Purchaser, a maximum price lower than that quoted shall have been established by the Office of Price Administration or other duly constituted authority and shall be in effect and expressly applicable to this sale, the price of such property shall be reduced to such maximum price.

17. *Compliance with OPA and WPB orders and regulations, etc.* The Purchaser warrants and represents that this transaction is, and all of its future transactions with the property sold hereunder will be, in compliance with applicable orders and regulations of the Office of Price Administration and the War Production Board or similar authority. The Purchaser also warrants and represents that it has not directly or indirectly entered into any agreement or arrangement, express or implied, of any nature which will affect full and free competitive bidding upon any of the items of property sold hereunder.

18. *Scrap warranty.* The Purchaser agrees that as to any item awarded to it at prices not in excess of applicable Office of Price Administration ceiling prices for scrap it will sell and ship or use the same only as scrap, either in its existing condition or after further preparation and only in conformity with all applicable orders and regulations of the Office of Price Administration and the War Production Board.

19. *Disputes.* Except as otherwise specifically provided in this contract, all disputes concerning questions of fact which may arise under this contract, and which are not disposed of by mutual agreement, shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail a copy thereof to the Purchaser. Within thirty (30) days from said mailing the Purchaser may appeal to the Secretary of War, whose decision or that of his designated representative, representatives, or board shall be final and conclusive upon the parties hereto. Pending decision of a dispute hereunder the Purchaser shall diligently proceed with the performance of this contract.

20. *Definitions.* Except for the original signing of this contract, and except as otherwise stated herein, the term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.

21. *Certificate of compliance with OPA regulations.* No bid will be considered unless the following certificate is completed and executed by the bidder. Bidders will strike out inapplicable words.

Certificate: The bidder represents and certifies to the United States of America:

That the prices to be paid for the goods purchased under this bid and contract do not exceed one of the following:

(a) The maximum price applicable to purchases by the bidder, from usual sources of supply, of the goods in the quantity and at the place of delivery specified in this bid, or

(b) The maximum selling price applicable to sales by the bidder, in its capacity as a manufacturer, producer or processor of the same goods, disregarding minor differences in specifications or design, in the quantity and at the place of delivery specified in this bid.

ALTERNATE AND ADDITIONAL PROVISIONS

(NOTE: Explanatory notes do not form any part of this contract.)

A. *Adjustment for variation in quantity.* As to any item for which a price per unit is specified in the Schedule of Property to be Sold, the Purchaser agrees to accept and pay at the quoted unit price for any number of units delivered or offered for delivery by the Government, up to and including _____ per cent (%) more or less than the estimated quantity stated in the schedule.

NOTE: The foregoing article, properly completed, may be included, in substitution for Article 8 of the General Provisions, where it is deemed desirable and is authorized by applicable regulations, technical manuals, and other War Department publications. The contract should *not* contain both Article 8 of the General Provisions and the foregoing Article A of the Alternate and Additional Provisions.

B. *Delivery.* Delivery to Purchaser shall be f. o. b. (cars) (truck) (wharf) at present location. Unless the Purchaser shall remove the property within _____ days after date of the Government's acceptance, or unless proper shipping instructions are received within the same time limit, the Government shall have the right to dispose of the property and to hold the Purchaser responsible for any loss incurred by the Government as a result of the Purchaser's failure to comply with the contract. If necessary, the time of removal, and other details of removal, shall be arranged with the Contracting Officer. Unless otherwise specified herein, payment in full must be made prior to removal of the property, or immediately subsequent to weighing, if weighing is necessary pursuant to General Provision 9.

NOTE: The foregoing article, properly completed, may be included, in substitution for Article 7 of the General Provisions, where it is deemed desirable and is authorized by applicable regulations, technical manuals, and other War Department publications. The contract should *not* contain both Article 7 of the General Provisions and the foregoing Article B of the Alternate and Additional Provisions.

C. *Sales of an indefinite quantity of scrap, waste or salvage*—(1) *Contract period.* This contract will extend from _____ (or from the date of the Government's Acceptance if subsequent thereto) through _____, both dates inclusive, unless sooner terminated under the provisions of this contract.

(2) *Quantity.* The quantities of the various items listed are based upon the best information available and in each case represent the estimated and not the actual amounts which will be available for delivery during the period stated herein. Except as otherwise stated herein, the fact that specific quantities available for delivery vary from the quantities listed herein will not relieve the Government of its obligation to deliver to the Purchaser the actual amount to be sold hereunder and will not release the Purchaser from his obligation to purchase all such amounts.

(3) *Termination.* This contract shall remain effective until date of expiration, provided that it may be earlier terminated at the convenience of the Government upon thirty (30) days' notice in writing given by the contracting officer to the Purchaser.

(4) *Delivery.* Delivery hereunder shall be as follows: _____

(5) *Payment.* Payment will be made on or before the _____ day of each month for the materials received during the preceding month.

(6) *Changes in maximum prices.* In the event that the schedule of maximum prices prescribed by the Office of Price Administration or similar authority covering any of the items sold hereunder is changed during the life of the contract, the prices to be paid thereafter by the Purchaser shall be increased or decreased by a percentage equivalent to the percentage of increase or decrease in the maximum price for such items.

NOTE: (1) The foregoing clauses, properly completed, will be included in sales of an indefinite quantity of scrap, waste or salvage to be delivered over a given period of time.

(2) General Provisions 16 (*Price adjustment*) will be omitted whenever Article C (6) (*Changes in maximum prices*) is included.

(3) Care should be taken to delete or change other General Provisions (e.g. *Delivery*) which may be inapplicable or inconsistent.

(4) Additional clauses may be inserted, as required by local conditions, and authorized by applicable regulations, technical manuals, and other War Department publications.

D. *Use warranty.* The Purchaser represents and warrants that it will use or consume the property included in Items _____ in the United States for manufacturing, construction, maintenance or repair purposes, and the Purchaser agrees that if it does not use or consume any of the items, it will not resell them at a profit.

NOTE: This provision, properly completed, must be included where such a warranty is required by Parts 823 or 844.

E. *Additional provisions.*

NOTE: Sufficient space should be left for this article.

SCHEDULE OF PROPERTY TO BE SOLD

Location _____

_____

Item No.	Article and description	Quantity	Unit	Price bid per unit	Total price bid	Remarks

Sheet No.

Bidder's signature _____
Invitation No. _____

INSTRUCTIONS TO CONTRACTING OFFICERS

1. This form may be used for sales by the Government of all types of Government-owned property (except sales of real estate or of buildings or improvements to be severed from real estate) where competitive bids are desired or required.

2. No changes should be made in any of the General Provisions except as authorized by the technical services or other appropriate authority. All changes made in the General Provisions or articles omitted therefrom, should be noted in Paragraph 4 of the Invitation. Articles of the Alternate and Additional Provisions to be inserted or added must be listed in Paragraph 1 of the Invitation.

3. Subject to War Department Procurement Regulations, instructions as to the inclusion or addition of articles in particular types of sales may be issued by the technical services, service commands, and other commands having jurisdiction over sales by the Government of Government-owned property. These sources, as well as applicable technical manuals (e.g. TM 38-505, "Salvage in Zone of Interior") and other War Department publications, should be consulted.

4. Article E (Additional provisions) of the alternate and additional provisions may be used for such authorized additional clauses, e.g. special clauses used in the sale of scrap returned to the United State from overseas, explosive scrap, greases and kitchen wastes, tin cans, tires, waste paper, etc.

5. If the sale is by a salvage officer of surplus property, as authorized in certain cases by subchapter B and Part 844 of Subchapter C, and TM 38-505 ("Salvage in Zone of Interior"), the description of the items of such property on the Schedule of Property to be Sold will clearly state that the sale pertains to the sale of surplus property, and the words "Sale of Surplus Property" will also be stamped, printed or written on the Invitation.

6. General provision 21 (Certificate of compliance with OPA regulations) must be completed and signed by the bidder, where applicable (see Subchapter B and Part 844 of Subchapter C).

3. Section 813.1326a is added as follows:

§ 813.1326a *W. D. Contract Form No. 26A*—(a) *Explanatory notes.* (1) W. D. Contract Form No. 26A is available for use for negotiated sales by the Government of all types of Government-owned property, except (i) sales to the Defense Plant Corporation or other Government agencies and departments, and (ii) sales of real estate or of holdings or improvements to be severed from real estate. It is highly desirable in cases in which a negotiated sales form is desired that W. D. Contract Form No. 26A be used wherever practicable.

(2) W. D. Contract Form No. 26A may be reproduced by the technical services. Subject to Procurement Regulations (e. g. § 803.306), Army Regulations, technical manuals, and other War Department publications, the technical services are authorized to permit or require changes or omissions in the articles of the form and to add additional provisions.

(3) It is suggested that the "Instructions to Contracting Officers" be reproduced as part of the form, with such additions and changes as may be required by the needs of the particular technical service.

(b) *Contract form.*

Contract No. _____
Office Ident. No. _____

CONTRACT OF SALE OF PROPERTY
WAR DEPARTMENT

_____
War Department establishment, office or station

_____
Address

Purchaser: _____
Purchaser's address: _____
Contract for sale of _____
Amount: $ _____
Location of property: _____

This contract is authorized by and negotiated under Public No. 703, 76th Congress, as extended, First War Powers Act, 1941, Executive Order No. 9001, Surplus Property Act of 1944, and other statutes.

This contract, entered into this _____ day of _____ 194__, by and between the United States of America (hereinafter called the Government) represented by the Contracting Officer executing this contract, and

_____
(Name of Corporation, Firm or Individual)

_____
*a corporation organized and existing under the laws of the State of _____
*a partnership consisting of _____
_____
*an individual trading as _____
_____
of the city of _____
in the State of _____
(hereinafter called the Purchaser) witnesseth that the parties hereto do mutually agree as follows:

NOTE: Reference numerals 1 to 11 are to the numbered Instructions to Contracting Officers following.

[1] *Article 1. Property to be sold.* The Government agrees to sell and the Purchaser to

*Delete lines which do not apply.

buy and accept the following items of property, described and located as set forth below or in attached sheets numbered _____ (and incorporated herein), in the quantities and at the unit prices set forth below or in the attached sheets and for the estimated total price of _____.

Article 2. Price adjustment. If at the time of payment for any of the property by the Purchaser, a maximum price lower than that stated herein shall have been established by the Office of Price Administration or other duly constituted authority and shall be in effect and expressly applicable to this sale, the price of such property shall be reduced to such maximum price.

[2] *Article 3. Adjustments for variation in quantity.* The quantities of the various items listed in Article 1 or the attached sheets are approximate only. Any variation between the quantity stated for any item and the quantity of such item actually delivered to the Purchaser will be adjusted on the basis of the unit price for such item, either prior to final payment, or thereafter, provided notice of such variation is communicated to the Contracting Officer within thirty (30) days after delivery of the property.

[2] *Article 3A. Adjustment for variation in quantity.* If a price of an item per unit is stated in Article 1 or the attached sheets, the Purchaser agrees to accept and pay at the stated unit price for any number of units delivered or offered for delivery by the Government up to and including _____ per cent (%) more or less than the estimated quantity stated in Article 1 or the attached sheets.

[3] *Article 4. Delivery.* All property is sold "where is" and delivery to the Purchaser shall be at the present location of the property. If the property is not already in the custody of the Purchaser, the Purchaser shall remove it from such location within _____ days after receipt of notification of execution of this contract by the Contracting Officer (or if approval of this contract by higher authority is required by the terms hereof, within _____ days after receipt of notification of such approval) and removal shall be accomplished by the Purchaser at its expense. If the property is not so removed the Government shall have the right to dispose of the property and to hold the Purchaser responsible for any loss incurred by the Government as a result of the failure to pay for or remove the property. The time of removal, and other details of removal will be arranged with the Contracting Officer if not otherwise specified herein. If the property is already in the custody of the Purchaser, delivery will be deemed to take place upon the date of execution of this contract by the Contracting Officer, or, if approval of this contract by higher authority is required by the terms hereof, on the date of such approval. Full payment shall be made prior to delivery to or removal by the Purchaser, or immediately subsequent to weighing if weighing is necessary pursuant to Article 7.

[3] *Article 4A. Delivery.* Delivery to the Purchaser shall be f. o. b. (cars) (truck) (wharf) at present location. Unless the Purchaser shall remove the property from such location within _____ days after receipt of notification of execution of this contract by the Contracting Officer (or if approval of the contract by higher authority is required by the terms hereof, within _____ days after receipt of notification of such approval), or unless proper shipping instructions are received within the above-specified time limits, the Government shall have the right to dispose of the property and to hold the Purchaser responsible for any loss incurred by the Government as a result of the failure to pay for or to remove the property, or to provide proper shipping instructions. If necessary, the time of removal, and other details of removal, will be arranged with the Contracting Officer. Full payment shall be made prior to delivery to or removal by the Purchaser, or immediately subsequent to weighing if weighing is necessary under Article 7.

[4] *Article 5. Sale of property "as is".* Unless otherwise expressly provided herein, the purchaser agrees to accept the property "as is"; the Government makes no guaranty, warranty, or representation, express or implied, as to the kind, size, weight, quality, character, description or condition of the materials, or their fitness for any use or purpose; this is not a sale by sample.

[4] *Article 5A. Inspection by purchaser prior to acceptance.* All property shall be subject to inspection and acceptance by the Purchaser within a period of _____ days after delivery. In the event any such property is found not to conform to (Government) (standard commercial) specifications, the Purchaser shall have the right to reject any of such property. Any of such property rejected by the Purchaser because of failure to conform with (Government) (standard commercial) specifications will be subject to the following disposition at the discretion of the Government after a confirming inspection has been made by a Government inspector:

1. To be replaced by the Government, at Government expense, by similar or other items meeting (Government) (standard commercial) specifications;

2. To be returned at Government expense and an equitable adjustment made in the purchase price;

3. To be retained by Purchaser and an equitable adjustment made in the purchase price.

If upon the expiration of the required _____ day period allowed the Purchaser for the rejection of the property, as provided above, there has been no communication of notice in writing to the Contracting Officer of any rejections, the Purchaser will be considered as having made final inspection and acceptance, and Purchaser will have no right to reject any item thereafter. Any dispute as to failure of any property to conform to specifications will be determined in accordance with Article 18 (*Disputes*).

Article 6. Responsibility for property sold. The Purchaser assumes all responsibility and liability for the property after notification of execution of the contract by the Contracting Officer, or of approval of the contract by higher authority if such approval is required by the terms hereof. The Government will exercise its usual care for protection of the property up to the time limit of removal, but will not be responsible for any loss or damage from any cause whatsoever.

Article 7. Weighing. Where weighing is necessary to determine price hereunder, Purchaser shall arrange for, and pay all expenses of weighing material, whether removal is by truck or by rail, including all switching charges incurred. In case of removal by truck, weighing shall be on (a) Government scales, or (b) other certified scales in the vicinity of present location or (c) certified scales in the vicinity of Purchaser's establishment, at the option of the Contracting Officer and under his supervision. When removal is by rail, weighing shall be on railroad track scales, or by other means acceptable to railroad for freight charge purposes. The weights thus determined shall govern payment.

Article 8. Title. Title to the property shall vest in the Purchaser upon full payment therefor, or upon execution of this contract by the Contracting Officer or, if such approval is necessary, upon approval of this contract by higher authority, whichever date is latest.

[5] *Article 9. Payment.* Payment shall be made as follows: _____

_____

_____

Payment will be made by cash or by certified check, cashier's check, bank draft or postal money order made payable to the Treasurer of the United States. Payment will be made to _____

Article 10. Compliance with OPA and WPB orders and regulations. The Purchaser warrants and represents that this transaction is, and all of its future transactions with the property covered hereby will be, in compliance with applicable orders and regulations of the Office of Price Administration and the War Production Board or similar authority.

[6] *Article 11. Certificate of compliance with OPA regulations.* The Purchaser represents and certifies to the United States of America that the prices paid or to be paid for the goods purchased or to be purchased under this contract do not exceed one of the following:

(a) The maximum price applicable to purchases by the Purchaser from usual sources of supply, of the goods in the quantity and at the place of delivery specified in this contract; or

(b) The maximum selling price applicable to sales by the Purchaser, in its capacity as a manufacturer, producer or processor of the same goods, disregarding minor differences in specifications or design, in the quantity and at the place of delivery specified in this contract.

Article 12. Covenant against contingent fees. The Purchaser warrants that it has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or at its option, to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee, in addition to the consideration herein set forth. This warranty shall not apply to commissions payable by the Purchaser upon contracts or purchases secured or made through bona fide established commercial agencies maintained by the Purchaser for the purposes of doing business.

Article 13. Officials not to benefit. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

Article 14. Anti-discrimination. (a) The Purchaser, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin.

(b) The Purchaser agrees that the provisions of paragraph (a) will also be inserted in all of its subcontracts. For the purpose of this article, a subcontract is defined as any contract entered into by the Purchaser with any individual, partnership, association, corporation, estate, or trust, or other business enterprise or other legal entity, for a specific part of the work to be performed in connection with the sale of property under this contract; *Provided, however,* That a contract for the furnishing of standard or commercial articles or new material shall not be considered as a subcontract.

[7] *Article 15. Scrap warranty.* With respect to all scrap covered by this contract, the Purchaser represents and warrants to the United States that such property was offered as scrap, purchased by it as scrap, and that it will sell or ship or use it as scrap either in its existing condition or after further preparation and only in conformity with all applicable regulations and orders of the Office of Price Administration and the War Production Board.

[8] *Article 16. Sale to war contractors.* (a) The Purchaser represents and warrants that

it is either (1) a manufacturer or supplier having one or more war contracts or subcontracts thereunder and that the sale will be for the purpose of facilitating the performance of such war contracts or war production, or (2) a supplier of war contractors who certifies that such property will be channelled directly into use by a war contractor to facilitate the performance of such contract or contracts or war production.

(b) The Government, acting through its authorized representatives, has determined that the sale to the Purchaser to be made hereunder will facilitate the prosecution of the war.

[9] *Article 17. Use warranty.* The Purchaser represents and warrants that it will use or consume the property covered hereby in the United States for manufacturing, construction, maintenance or repair purposes, and the Purchaser agrees that if it does use or consume any of the items, it will not resell them at a profit.

Article 18. Disputes. Except as otherwise specifically provided in this contract, all disputes concerning questions of fact which may arise under this contract, and which are not disposed of by mutual agreement, shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail a copy thereof to the Purchaser. Within 30 days from said mailing the Purchaser may appeal to the Secretary of War, whose decision or that of his designated representative, representatives, or board shall be final and conclusive upon the parties hereto. Pending decision of a dispute hereunder the Purchaser shall diligently proceed with the performance of this contract.

Article 19. Definitions. Except for the original signing of this contract, and except as otherwise stated herein, the term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.

[10, 11] *Article 20. Alterations and additions.* (1) This contract consists of Articles _____

(2) The following changes in and additions to the contract were made before it was signed by the parties hereto:

In witness whereof, the parties hereto have executed this contract as of the day and year first above written.

THE UNITED STATE OF AMERICA,

By _____

_____
(Official Title)

_____
(Purchaser)

By _____

_____
(Business Address)

Two Witnesses:

_____ _____

_____ _____

(Address) (Address)

NOTE: Type or print names under all signatures.

I _____, certify that I am the Secretary of the corporation named as Purchaser herein; that _____ who signed this contract on behalf of the Purchaser was then _____ of said corporation; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

In witness whereof, I have hereunto affixed my hand and the seal of said corporation this _____ day of _____ 194__.

[SEAL] _____
(Secretary)

I hereby certify that, to the best of my knowledge and belief, based upon observation and inquiry, _____, who signed this contract for the _____ had authority to execute the same, and is the individual who signs similar contracts on behalf of this corporation with the public generally.

_____
(Contracting Officer)

INSTRUCTIONS TO CONTRACTING OFFICERS

A. This form may be used for negotiated sales by the Government of *all* types of Government-owned property, except (a) sales to the Defense Plant Corporation or other Government agencies and departments, and (b) sales of real estate or of buildings or improvements to be severed from real estate.

B. No changes should be made in any of the contract articles except as authorized by Procurement Regulations, the technical services or other appropriate authority. Articles which are inapplicable and are not to be included in the contract should be deleted (See e. g. Instruction 2-9). Inapplicable portions of printed articles should be lined out or deleted (See e. g. Instruction 4). Both the printed and the additional articles included in the contract should be expressly listed in Article 20.

C. Subject to War Department Procurement Regulations, instructions as to the inclusion or addition of articles in particular types of sales may be issued by the technical services, service commands and other commands, having jurisdiction over sales by the Government of Government-owned property. These sources, as well as applicable technical manuals (e. g. TM 38-505 "Salvage in Zone of Interior") and other War Department publications, should be consulted.

* * * * *

1. If the sale is by a salvage officer of surplus property, in the cases authorized by Subchapter B or Part 844 of Subchapter C, or TM 38-505 ("Salvage in Zone of Interior"), Article 1 will clearly state that the contract pertains to the sale of surplus property.

2. Either Article 3 or Article 3A, or neither, but not both, may be incuded, subject to the instructions mentioned in paragraph C of these instructions.

3. Either Article 4 or Article 4A, but not both, may be included, subject to the instructions mentioned in paragraph C. Both may be omitted if other provisions concerning delivery are included in the contract.

4. Either Article 5 or Article 5A, or neither, but not both, may be included, subject to the instructions mentioned in paragraph C. If some or all warranties of description or quality are not to be negatived, appropriate portions of Article 5 may be omitted or deleted.

5. Care should be taken to insert Payment provisions which do not conflict with other provisions of the contract, e. g. the applicable Delivery article.

6. Article 11 should be included in all sales to which the certificate set forth in §§ 821.-111 (d) or 844.436 (d) is applicable.

7. Article 15 should be included in sales of scrap, in accordance with Parts 824 and 844.

8. Article 16 must be included in sales to war contractors authorized by Part 823.

9. Article 17 must be included where required by Parts 823 or 844.

10. Article 20 should be used (1) for indicating the printed articles and the additional articles included in the contract (2) for inserting additional articles, and (3) for recording alterations made in the standard articles.

11. If approval of higher authority is to be obtained before the contract becomes effective, an additional provision to this effect should be inserted.

4. Section 813.1327 is amended to read as follows:

§ 813.1327 *Standard Procurement Form No. 3 and related forms (W.D., A.G.O. Forms Nos. 299, 299-1, 299-2)*—(a) *Identification and supply.* Standard Procurement Form No. 3 and related forms will be requisitioned and distributed as prescribed in AR 310-100. They are identified as follows: Standard Procurement Form No. 3—W.D., A.G.O. Form No. 299 (four separate sheets); Continuation Sheet for Title V—W. D., A.G.O. Form No. 299-1 (one sheet); Instructions for Completing War Department Standard Form No. 3—W.D., A.G.O. Form No. 299-2 (one folded sheet). These W.D., A.G.O. form numbers will be used in requisitioning the forms.

(b) *When used.* See § 822.243 (b) and (c) which prescribe the use of these forms in certain cases.

(c) *General instructions to procurement offices.* (1) Whenever feasible, a preliminary survey will be made, by telephone or otherwise, to determine the prospective contractors to whom an award might be made. In this way contractors not likely to make acceptable proposals may be eliminated without being required to expend the time and effort necessary to fill out Standard Procurement Form No. 3. Care should be taken, however, not to eliminate or exclude contractors whose proposals might possibly be acceptable and not to act inconsistently with the policy of the Smaller War Plants Corporation.

(2) It is of the utmost importance that no contractor be asked to complete any portion of Standard Procurement Form No. 3 requiring information which will not be pertinent or useful in properly effecting the particular procurement or which is already on file with the procurement office. This principle of selectivity will be applied to each contractor, so that in a particular procurement all the companies need not necessarily be asked to furnish the same information. The exclusion of such irrelevant and duplicative data is made possible by the flexible character of the form. A proper use of this feature of the form will relieve contractors of the burden of gathering and filling in unnecessary information. At the same time it will help to expedite procurements by making it possible for contractors to fill out and return their proposals more promptly. If, however, portions of the form omitted in the original request call for information which is subsequently deemed pertinent, that information may be requested by sending to the contractor additional copies of the form with an indication in the box on page 1 of the additional portions of the form to be completed.

(3) The procurement office and the contractor may, of course, make arrangements for the contractor to submit some part or parts of the information called for by the form by means of periodic reports or some other mutually satisfactory method. Such an arrangement may expedite and improve dealings with the contractor. Information so submitted should meet the substance of the requirements of the form.

(4) Although deviations from or additions to the form are not permitted without approval of higher authority (see § 822.243 (c)), where necessary the information obtained through use of the form may be clarified or amplified

*

through correspondence or personal negotiation.

(5) The information submitted in or with Standard Procurement Form No. 3 will be used as a basis of negotiations with the prospective contractor, in accordance with Part 802 and ASF Manual M 601.

(6) If a prospective contractor requests that he be notified upon rejection of his proposal, the procurement office will give such notice.

(d) *Instructions for completing page 1 of Standard Procurement Form No. 3.* (1) In the upper left-hand corner of page 1 of Standard Procurement Form No. 3, insert in the appropriate blanks the date, the request number (if any), the name and address of the procurement office, the name and address of the contractor, the preference rating to be assigned and (on the line entitled "Subject") the name or a brief description of the item or items as to which a proposal is sought.

(2) The box in the upper right hand corner of page 1 should contain a list of all the titles of the Contractor's Proposal, or the portions of such titles, which the contractor is requested to fill out or answer. It is at this point that the flexibility of the form, which has been discussed above, comes into actual operation. Care and sound judgment must be exercised in selecting the titles, or portions thereof, to be included in the box. The selection should be made only after a review has been made of the information already on hand in the procurement office and after consideration has been given to the need for further information necessary to effect the procurement in accordance with War Department policies. In filling out the box, list only the title if all the sections thereof are to be completed; otherwise the sections themselves should be specified in the box. If the request for proposal relates to more than one kind of item, specify in the box, by item number or otherwise, the items for which cost breakdowns are to be submitted under Titles V, IX and X.

(3) A reference to the contract form number or some other brief description of the form of proposed contract (which may be stated in the alternative if the procurement office is uncertain as to which form of contract is to be used) should be inserted in the first blank in the first paragraph on page 1. Mandatory clauses need not be specified. Any optional contract clauses which the procurement office desires to include in the contract should be appropriately referred to and identified in the blank space provided at the end of the first paragraph on page 1. Such of the optional clauses as the procurement office requires to be included in the contract should be stated first and preceded by the words "No Deviation"; such of the optional clauses as the procurement office merely suggests for inclusion should be set forth in a second group and preceded by the words "Optional with Contractor". It may be desirable in some cases to attach a copy of the contract form or of the clauses.

(4) Insert in the blank in the last paragraph on page 1 the date for the return of the Contractor's Proposal. The date specified should give the contractor a reasonable time in which to complete and return the proposal but should be no longer than is necessary in the circumstances.

(5) The inclosures should be indicated in the lower left-hand corner and the name of the procurement office and the signature and title of its representative should be entered on the blank lines in the lower right-hand corner of page 1.

(e) *Instructions as to remainder of Standard Procurement Form No. 3, and as to the related forms.* (1) It should be noted that certain portions of the form following the heading "Contractor's Proposal" are required to be filled in by the procurement office. In filling out those portions and in determining the portions of the form to be completed by the contractor, the following instructions will be observed.

(2) If the procurement office desires that the contractor's proposal be kept open for a certain number of days, that number may be inserted in the blank space provided therefor in the second paragraph on page 2 of the form. That time should be kept to a minimum and in any event will not exceed thirty days. Otherwise the space should be left blank for completion by the contractor.

(3) In Title III (A) of Standard Procurement Form No. 3, Scope of Proposal, show the F. O. B. point in the space provided therefor and insert in the appropriate columns of the table the following information as to each item: Item number, description of item (or reference to description contained in any attachment), total quantity and unit (as pounds, yards, etc.) on the first two lines of column (3), and the Government's requested delivery schedule. The description of the item may be extended into column (3). Items for which separate prices are wanted, e. g., special packaging, should be shown as separate items in the table. If the delivery schedule for one item is the same as that for an item already specified, the schedule need not be repeated but may be indicated by the words "Same as for Item ——." In the case of spare parts, reference may be made to deliveries concurrent with the item or items to which they relate. If a proposal is desired without deviations from the request, the words "No Deviation" should be inserted in the columns for the description, total quantity and delivery schedule, or in one or more of such columns. If deviations are allowed, leave space at least equal to that used in filling out the Government's requested delivery schedule below each item. Columns (5) and (6), for unit and total prices, and column (7), for the contractor's delivery schedule, should of course be left blank for completion by the contractor.

(4) Insert in paragraph (D) of Title III of Standard Procurement Form No. 3, a brief but adequate description of any material which the Government proposes to furnish. If it is more convenient, that description may be included in column (2) of the table under Title III (A). If no such material is to be furnished, insert the word "None." Where necessary, insert the words "No Deviation".

(5) Before the contractor is asked to complete Titles II and IV of Standard Procurement Form No. 3, the paragraphs appearing under those titles should be carefully checked by the contracting officer. To the extent that any of the information called for will not be useful or the procurement office already has obtained, or has made other arrangements by means of periodic reports or otherwise for obtaining the information called for, the contractor should not be asked to complete the titles. Thus the box on page 1 of the form should list only such of the paragraphs of Titles II and IV as will elicit new and useful information. It should be noted that some information is requested to the extent available and that whether the information called for by specification of paragraph 6 of Title IV is or is not to be furnished is a matter to be left to the contractor's judgment.

(6) When the contractor is asked to fill out Title V of Standard Procurement Form No. 3, Unit Cost Breakdowns, or some part or parts thereof, Column A under that title will be called for in nearly all cases, but Column B will be omitted where the contractor has not had relevant previous experience or where the procurement office already has satisfactory cost information on hand. It is permissible to insert in lines 12 through 19 any special elements of cost which are not included in the classifications appearing in the preceding lines, e. g., packaging materials or special tooling, but such insertions should be made sparingly and only when there is good reason for them. It is also permissible to work out with the contractor other classifications that are suitable for use with his cost accounting system or to make arrangements for over-all reports on his past cost experience. Where the proposal is to include more than one type of item, a continuation sheet for Title V (W. D., A. G. O., Form No. 299–1) should be added to each counterpart of the form for each of the additional items for which cost information is required.

(7) The supplement to Standard Procurement Form No. 3 includes Titles VI through X. If no part of those titles or any part thereof is specified in the box on page 1 the supplement should not be sent to the contractor.

(8) Title VI, Indirect Factory Expenses, and Title VII, General Expenses, portions of Standard Procurement Form No. 3, should not be specified in the box on page 1 of the form unless there is reasonable cause for believing that the information to be elicited thereby will assist materially in the negotiation of the contract price, and the information is not already on file with the procurement office. Arrangements may be made with the contractor for the submission of this information in some other form or forms acceptable to both the procurement office and the contractor. Note that under each title, columns 1, 2 or 3 may be listed in the box on page 1 of the form.

Use only the column or columns necessary in the particular instance.

(9) Title VIII of Standard Procurement Form No. 3, Accounting Methods, should be used only infrequently, when the information called for therein will contribute substantially to an understanding of the contractor's proposal. Where the information is considered useful, the request may be limited, by an appropriate indication in the box on page 1, to such of the lettered clauses as may be deemed appropriate in the particular instance. This title should not ordinarily be used where the contractor has supplied the information to the procurement office in connection with a reasonably recent or current procurement. Such information should be preserved in the files of the procurement office.

(10) Title IX of Standard Procurement Form No. 3, Costs of Other Items, should be specified only where the amount involved in any of the paragraphs of that title is substantial. Where necessary, the items as to which the information is sought should be specified. Note that any one or more of the paragraphs may be listed in the box on page 1 of the form. Continuation sheets used with Title V (W. D., A. G. O. Form No. 299–1) should be supplied where Title IX is used.

(11) Title X of Standard Procurement Form No. 3, Direct Materials, is to be used only where a few materials constitute an important element of total material cost and where the amount of subcontracting is not large in relation to total material cost. A list of the materials as to which the information is desired may be inserted by the procurement office in the space provided therefor. If Title X is specified in the box on page 1 of the form with respect to more than one item, the necessary additional copies of the supplement should be furnished to the contractor.

(12) One copy of the "Instructions for Completing War Department Standard Procurement Form No. 3" (W. D., A. G. O. Form No. 299–2) should be sent to each contractor along with the necessary number of counterparts of Standard Procurement Form No. 3.

Forms printed in the FEDERAL REGISTER are for information only and do not follow the exact format prescribed by the issuing agency.

WAR DEPARTMENT STANDARD PROCUREMENT FORM NO. 3

Important Notice to Contractor. Only the following designated portions of this form are to be completed: Title I.

Date _____, 194__. _____
_____ No. _____
Procurement Office: _____
_____
Contractor: _____
_____
_____
Preference rating to be assigned _____
Subject: (Item or items) _____
_____

REQUEST FOR PROPOSAL

1. Under authority of the First War Powers Act, 1941, and Executive Order No. 9001, the contractor is requested to submit a proposal for the furnishing of the items described or referred to in Title III (or such quantities as the contractor may be able to furnish), upon the delivery schedule specified in Title III, upon the understanding that the Government will furnish the materials described in Title III (D) 1, and in accordance with Contract Form _____, as amended to date of the proposal, including (a) all applicable provisions required by Federal law, Executive Orders, and War Department Procurement Regulations, and (b) the following additional clauses:

A copy of that form of contract, with such provisions and clauses, may be obtained from this office.

2. The Government reserves the right to reject any and all proposals made in response to this request.

3. Offers of prompt payment or cash discounts will not be considered in making the award, but if such an offer is made, the Government, in making payment, shall have the right to take advantage thereof according to its terms.

4. _____ copies of this form are to be completed, signed, and returned to this office on or before _____, 194__. In any event all the drawings and specifications are to be returned to this office by that date, unless instructions to the contrary are issued by the contracting officer. In completing this form, please follow carefully the enclosed instructions.

_____
_____
_____

Enclosures:
Instructions.
_____ copies of Standard Procurement Form.

CONTRACTOR'S PROPOSAL

1. Pursuant to the foregoing Request for Proposal, the undersigned hereby offers to furnish to the Government the items, in the quantities, at the prices, upon the delivery schedules, and in strict accordance with the specifications, all referred to in Title III.

2. The Government's notice of acceptance of this proposal must be given within _____ days after the closing date specified in said Request for Proposal, by sending to the undersigned, by mail or otherwise, a notice of award, purchase order, or contract responsive to this proposal.

3. In the event the Government shall accept this proposal, the undersigned will sign and deliver to the Government the form of contract referred to in said Request for Proposal (if that form requires manual execution by the undersigned), and embodying the terms and provisions of this proposal, subject to the following conditions: _____
_____
_____
_____

4. Any acceptance of this proposal shall be based on the following representations (including the data furnished by the undersigned on the specified portions of this form and _____ supplementary sheets attached hereto), which are certified to be true to the best knowledge and belief of the undersigned (elsewhere in this form called the "contractor").

Date _____, 194__
Name _____
_____
By _____
Title _____
(Authorized to make this proposal)

Title I. (a) Contractor is:
( ) Corporation, incorporated under laws of _____
( ) Partnership, consisting of _____
( ) Sole proprietorship of _____
(b) Business address _____
(c) Telephone No. _____
(d) Name and location of contractor's plants where each item will be manufactured or from which furnished _____
_____
(e) The individul authorized to conduct negotiations on behalf of contractor is _____ Title _____
_____

Title II. (Before completing this and the following titles, read the enclosed instructions carefully and see box at upper right-hand corner of page _ of this form.)

1. The uncompleted portion of outstanding war contracts and subcontracts currently held by contractor aggregates approximately $_____

2. Contractor now employs approximately _____ employees. The average number employed in 1940 was approximately _____ To perform contract resulting from this proposal, contractor will have to employ _____ additional employees and work _____ shifts of _____ hours each, _____ days per week.

3. Check proposed method of financing contract resulting from this proposal:
---- From contractor's working capital or through usual commercial channels.
---- By Government-guaranteed loan of $_____
---- By advance payment of _____ percent, which will be formally requested.
---- By progress payments before delivery on work in process.
---- By financial assistance from Smaller War Plants Corporation.

4. (a) Contractor (has) (has not) been renegotiated pursuant to the Renegotiation Act, as amended. Renegotiated by _____
_____
for the period _____
_____

(b) Attach summary of price reduction covenants in any renegotiation agreement, and indicate effect of such covenants on proposed prices hereunder.

(c) Status of any pending statutory renegotiation proceeding is _____
_____
_____

(See box on page 1 for a list of the titles and sections which are to be completed)

TITLE III—(A) Scope of proposal—Including delivery schedule.

F. o. b. point _____

Item No. (1)	Description of item (2)	Total quantity and unit (3)	Delivery required (4)		To be filled in by contractor: Unit price (5)	Total price (6)	Delivery schedule (7)	
			Date or period	Quantity			Date or period	Quantity

TITLE III—(A) Scope of proposal—Including delivery schedule. (Continuation sheet)

Item No. (1)	Description of item (2)	Total quantity and unit (3)	Delivery required (4) Date or period	Delivery required (4) Quantity	To be filled in by contractor: Unit price (5)	To be filled in by contractor: Total price (6)	Delivery schedule (7) Date or period	Delivery schedule (7) Quantity

(B) 1. Total prices for all items..... $.....
2. Cost of additional facilities to be manufactured or acquired by contractor for Government account..... .....

3. Total proposed value of contract..... .....

(C) The foregoing prices do not include the Federal, State, and local taxes which are directed to be excluded by accompanying instructions relating to Title III (C).

(D) 1. The foregoing prices are based on the understanding that the following material is to be furnished by the Government.....

2. Contractor's exceptions to (D) 1. .....

(E) The proposed unit prices are based on the premise that the contractor (will) (will not) take title to all scrap from Government-furnished material. If contractor is to take title, each price per unit listed above has been reduced.....

(F) A cash discount of ..... percent will be allowed for payment within ..... days.

(G) Contractor agrees to comply with reasonable requests for cost information based on production experience under the proposed contract.

TITLE IV—SUPPLEMENTARY INFORMATION (to be answered on separate sheets).

1. Indicate extent of proposed subcontracting in terms of percentage of proposed prices for the items covered by this proposal. To extent available, give names and addresses of proposed subcontractors for major component parts, identification and quantities of such parts, and the unit and total prices to be paid therefor. Indicate any affiliation between contractor and each of such proposed subcontractors.

2. Show by major classifications (as specified in the instructions) the cost of existing Government-owned facilities which the contractor intends to use for performance of the proposed contract.

3. State in detail contractor's need of (a) additional Government-owned facilities and (b) additional contractor-owned facilities for performance of proposed contract.

4. Give details and terms of any agreement to pay commission, percentage, brokerage, or contingent fee in connection with proposed contract. To extent possible, give details of any such agreement or agreements in connection with any proposed subcontract or subcontracts.

5. State whether price includes any amount per item payable to others as royalties for the use of inventions or as fees for technical services or engineering assistance. If so, state: (a) Amount, (b) basis of calculation, (c) name and address of party to whom paid, (d) feature on which paid, and (e) numbers and dates of patents or applications involved, if any.

6. Describe concisely any special manufacturing processes which affect the price or which in the contractor's judgment may have any special significance in the production under the proposed contract.

7. If the price proposed for any item exceeds the lowest price at which the contractor has quoted or sold the same or substantially similar articles within the last 6 months, submit a statement showing the lowest price, the purchaser at that price, and any reasons for the difference.

(See box on page 1 for a list of the titles and sections which are to be completed).

TITLE V—UNIT COST BREAKDOWNS

If the proposal covers more than one item, submit cost breakdown like this for each item specified under Title V in box on page

1. Item covered by this sheet is .....

	Column A: Proposed contract, estimated amount per unit. (See Note 1)	Column A: Percent	Column B: Experienced cost per unit based on a current or previous contract for the same or similar items. (See Note 2)	Column B: Percent	Column C: Over-all company operating statement for last fiscal year ended ..... or latest interim statement for ..... (Note instructions on this)	Column C: Percent
1. Direct material	$.....		$.....		$.....	
2. Less scrap or salvage						
3. Net direct material						
4. Purchased parts (net cost)						
5. Direct productive labor						
6. Indirect factory expenses (burden)						
7. Engineering-development expense (See note 3)						
8. General and admin. expenses						
9. Selling expenses (See note 3)						
10. Contingencies (See note 3)						
11. Other expenses (See note 3)						
12.						
13.						
14.						
15.						
16.						
17.						
18.						
19.						
20. Total cost	$.....	100%	$.....	100%	$.....	100%
21. Operating profit (before income and excess profits taxes)						
22. Total proposed unit price	$.....		$.....		$.....	
23. Estimated direct man-hours in line 5					XXXXXXXXXXXXXXXX	

NOTE 1: If the wage rates and wage classifications used in estimating unit costs in column A are not those in effect in the contractor's plant when this proposal is submitted or those in effect during the period covered by column B, indicate the general differences and the reasons: .....

NOTE 2: This column should contain costs based on production experience, not merely a copy of a former proposal. It should represent costs after production is established and not the initial high starting costs.
(a) This was contract No ..... for ..... units, completed approximately .....,
194.. (Or now approximately ..... percent completed.)
(b) The above cost figures are based on data gathered when monthly production was approximately ..... units for period from ..... to .....
(c) Major differences between items covered in column A and column B are .....

NOTE 3: Specify and describe on separate sheets the nature of the charges included in lines 7 and 9 to 19, and the basis of their calculation.

Important. Before completing Title V, be sure to read the instructions relating thereto. (See box on page 1 for a list of the titles and sections which are to be completed.)

WAR DEPARTMENT

SUPPLEMENT TO STANDARD PROCUREMENT FORM NO. 3

TITLE VI—INDIRECT FACTORY EXPENSES

	Column 1 Proposed contract, estimated amount per unit (if information is readily available)	Column 2 Budgeted forecast of expenses for plant, department, or company	Column 3 Operating statement for last fiscal period
1. Labor	$	$	$
2. Superintendence			
3. Supplies			
4. Maintenance and repairs			
5. Normal depreciation			
6. Accelerated depreciation			
7. Taxes			
8. Other overhead expenses (specify and describe on separate sheets)			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16. TOTAL	$	$	$

TITLE VII—GENERAL AND ADMINISTRATIVE EXPENSES

	Column 1	Column 2	Column 3
1. Royalties and license fees	$	$	$
2. Administrative salaries			
3. Other administrative expenses (specify and describe on separate sheets)			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12. TOTAL	$	$	$
A. Period covered	XXXXXXXXX		
B. Plant or manufacturing unit covered			

(See box on page 1 for a list of the titles and sections which are to be completed)

TITLE VIII—ACCOUNTING METHODS

State briefly the method used in estimating costs, including: (A) Method of allocation of indirect factory expenses, selling and general expenses, and any other costs subject to allocation; (B) general depreciation rates and basis for charging accelerated depreciation; (C) a statement as to whether or not the methods and general rates used in (A) and (B) above are consistent with such used in the last 5 years, with explanation of changes, if any; (D) the extent to which burden applicable to idle or excessive facilities, if any, has been apportioned to this proposal; (E) a statement that no charge for depreciation on Government-owned facilities has been included in the estimated costs; (F) the amount of rental on Government-owned facilities included in estimated costs; and (G) the items of expenditure included in direct labor and those included in indirect labor.

TITLE IX—COSTS (Costs of other items)

1. Submit cost breakdown per set similar in content to columns A and B of Title V, for set of spare parts.
2. Submit cost breakdown per set for the special packaging and boxing of spare parts.
3. Submit unit cost breakdown similar in content to columns A and B of Title V for special packaging and boxing of each of the items covered by this proposal.

TITLE X—DIRECT MATERIALS (Supplementing item 1 of Title V, column A)

If the proposal covers more than one item, submit breakdown of direct materials for each item specified under Title X in box on page 1. Item covered by this breakdown is _____

Description of material	Quantity	Price per unit of purchase	Estimated cost per unit of production
1.		$	$
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			

(See box on page 1 for a list of the titles and sections which are to be completed)

TEXT OF CONTINUATION SHEET FOR STANDARD PROCUREMENT FORM NO. 3

[Front]

TITLE V—UNIT COST BREAKDOWNS—(Continuation sheet)

If the proposal covers more than one item, submit cost breakdown like this for each item specified under Title V in box on page 1.

Item covered by this sheet is _____

	Column A Proposed Contract, Estimated Amount Per Unit (See Note 1)		Column B Experienced Cost Per Unit Based on a Current or Previous Contract for the Same or Similar Items (See Note 2)	
		Percent		*Percent*
1. Direct material	$		$	
2. Less scrap or salvage				
3. Net direct material				
4. Purchased parts (net cost)				
5. Direct productive labor				
6. Indirect factory expenses (burden)				
7. Engineering-development expenses (see note 3)				
8. General and administrative expenses				
9. Selling expenses (see note 3)				
10. Contingencies (see note 3)				
11. Other expenses (see note 3)				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20. Total cost		100%		100%
21. Operating profit (before income and excess profits taxes)				
22. Total proposed unit price				
23. Estimated direct man-hours in line 5				

NOTE 1. If the wage rates and wage classifications used in estimating unit costs in column A are not those in effect in the contractor's plant when this proposal is submitted or those in effect during the period covered by column B, indicate the general differences and the reasons _____

NOTE 2. This column should contain costs based on production experience, not merely a copy of a former proposal. It should represent costs after production is established and not the initial high starting costs.
(a) This was contract No. _____ for _____ units, completed approximately _____, 194.. (Or now approximately _____ percent completed.)
(b) The above cost figures are based on data gathered when monthly production was approximately _____ units for period from _____ to _____
(c) Major differences between items covered in column A and column B are _____

NOTE 3. Specify and describe on separate sheets the nature of the charges included in lines 7 and 9 to 19 and the basis of their calculation.
Important. Before completing Title V, be sure to read the instructions relating thereto (See box on page 1 for a list of the titles and sections which are to be completed).

[Reverse]

TITLE V—UNIT COST BREAKDOWNS—(Continuation sheet)

If the proposal covers more than one item, submit cost breakdown like this for each item specified under Title V in box on page 1. Item covered by this sheet is.....	Column A — Proposed Contract, Estimated amount per unit. (See Note 1)		Column B — Experienced Cost Per Unit Based on a Current or Previous Contract for the Same or Similar Items. (See Note 2)	
	$	Percent	$	Percent
1. Direct material				
2. Less scrap or salvage				
3. Net direct material				
4. Purchased parts (net cost)				
5. Direct productive labor				
6. Indirect factory expenses (burden)				
7. Engineering-development expenses (see note 3)				
8. General and administrative expenses				
9. Selling expenses (see note 3)				
10. Contingencies (see note 3)				
11. Other expenses (see note 3)				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20. Total cost		100%		100%
21. Operating profit (before income and excess profits taxes)				
22. Total proposed unit price				
23. Estimated direct man-hours in line 5				

NOTE 1. If the wage rates and wage classifications used in estimating unit costs in column A are not those in effect in the contractor's plant when this proposal is submitted or those in effect during the period covered by column B, indicate the general differences and the reasons .....

NOTE 2. This column should contain costs based on production experience, not merely a copy of a former proposal. It should represent costs after production is established and not the initial high starting costs.
(*a*) This was contract No. ..... for ..... units, completed approximately ....., 194.. (Or now approximately ..... percent completed.)
(*b*) The above cost figures are based on data gathered when monthly production was approximately ..... units for period from ..... to .....
(*c*) Major differences between items covered in column A and column B are .....

NOTE 3. Specify and describe on separate sheets the nature of the charges included in lines 7 and 9 to 19 and the basis of their calculation.

Important. Before completing Title V, be sure to read the instructions relating thereto. (See box on page 1 for a list of the titles and sections which are to be completed)

WAR DEPARTMENT

INSTRUCTIONS FOR COMPLETING WAR DEPARTMENT STANDARD PROCUREMENT FORM NO. 3

Read all instructions carefully before filling out form

Please note carefully that you are requested to complete only such portions of the form as are specified in the box in the upper right-hand corner of page 1 thereof. It is not necessary to complete any part of the form not so specified.

CONTRACTOR'S PROPOSAL

Page 2, paragraph 1: Unless previously filled out by the procurement office, insert in the blank space the number of days for the Government's notice of acceptance of your proposal. A sufficient number of days should be specified to allow the Government a reasonable length of time in which to consider your proposal.

Page 2, paragraph 3: This paragraph refers to the contract clauses which will be used in the final contract. Paragraph 1 of the Request for Proposal on page 1 sets forth the clauses which the Government plans to incorporate in the contract. Those clauses which are listed after the words "No Deviation" must be followed in the proposal. Those which follow the word "Optional" may or may not be selected by you. If the clauses are listed with no comments, it is preferred, but not mandatory, that you do use them. If you accept all the clauses listed, you may indicate your assent by writing in "same as on page 1."

Page 2, paragraph 4: Insert in the blank space the number of supplementary sheets you attach to the form.

Page 2, space for date: Show the date on which you transmit the proposal.

Page 2, signature: It is important that the contractor's name be set out fully and accurately. Contractor or contractor's duly authorized representative, is to sign on third line, and title of the person signing is to be shown on fourth line. If the contractor is an individual, whether or not using a trade name, the proposal should be signed by him.

Title I

(a) Indicate by an "X" whether contractor is a corporation, a partnership, or an individual, and give the other pertinent information requested.

(b), (c), and (d) are self-explanatory.

(e) The individual named in this paragraph must be one authorized to bind you to such modifications of the proposal as may be developed in the course of the negotiations with the contracting officer or his representative.

Title II

(NOTE: Arrangements may be made with the procurement office making the request for this proposal for you to supply the information called for under Title II by means of periodic reports.)

1. If actual figures as to the uncompleted portion of outstanding war contracts and subcontracts are not readily available, give approximate figures.

2. Give approximate average number of employees in 1940. This figure may be obtained by taking the average number per pay period, or the average of the quarterly figures reported to the Bureau of Internal Revenue and Bureau of Old Age and Survivors Insurance on Form SS 1a. An estimate of your need of additional employees may be used.

3: If proposed contract is not to be financed from your working capital or through usual commercial channels, you should make inquiry as to the possibility, manner, and extent of any other method of financing before it is checked in the proposal. This office will assist you with respect to such inquiry. Fill in amount if a Government-guaranteed loan is contemplated, and percent of total contract price if advance payment is to be formally requested.

4. (a) Strike out "has" or "has not." Insert in first blank name of Board or Section by which you were renegotiated, and in second blank the fiscal period or periods covered by the renegotiation. (b) Include summary in supplementary sheets, identifying the question answered. (c) Insert in the blank a brief statement showing state of progress of any pending renegotiation and name of Board or Section before which it is pending.

Title III—Scope of proposal

(A) Unless previously inserted by the procurement office, specify the exact f. o. b. point at the place provided therefor at the top of page 3. Complete the table on pages 3 and 4 and on any continuation sheets that may be attached. No deviations may be made from any element—specifications, quantities, or deliveries—which is marked "No Deviation." If it is necessary for you to deviate from the specifications, the deviations should be specifically referred to in column (2). Where you propose to furnish a smaller quantity than that requested, you should clearly show that smaller quantity in column (3). Insert in column (5) the unit price for each item which is set forth separately in columns (1) and (2) (including, for example, special packaging, if it is shown as separate item), and in column (6) the total price for each of the items. These prices should reflect any reductions made by reason of your intention to take title to scrap from Government-furnished material, as shown in Title III–(E). Unless it is stated in the table that there is to be no deviation from the Government's required delivery schedule, enter your proposed schedule for each of the items in column (7). If you believe you can meet the Government's required delivery schedule, you may simply insert "Delivery as Required" in column (7). When there are deviations of any kind, the specific parts of the table filled in by the Government to which such deviations relate should be crossed out in ink.

(B) On line 1 fill in the total of column (6) of the table. On line 2 fill in the amount of additional facilities, if any, which you propose to manufacture or acquire for the Government's account under the proposed contract, for use in performance thereof, and to which the Government is to take immediate legal title. State on a separate sheet (a) the names of the items included, (b) sizes and types, (c) operations for which required, (d) use by prime or subcontractor, (e) new or used, and (f) total cost, including prices, transportation, and installation. Do not include any part of the cost of such facilities in the unit prices shown in the table; and if there are to be no such facilities, insert the word "None." The cost of any other facilities to be manufactured or acquired for the performance of the proposed contract, but to which the Government is not to take immediate legal title, is to be included in the unit prices set forth in the table. Show on line 3 the total of lines 1 and 2.

(C) *Taxes.* (1) Unless otherwise stated by the contracting officer in the Request for Proposal or any supplementary sheet, (*a*) the prices quoted *will not* include any State or

local sales, use, or other tax from which an exemption is available for the purposes of this procurement, but (*b*) the prices quoted will include all applicable Federal taxes and other applicable State and local taxes. If you have included in the prices quoted any State or local sales or use tax with respect to the completed supplies on the ground that exemption is not believed available, show on separate sheet the name and nature of such tax and the amount thereof.

(2) If the items called for by this procurement are taxable articles under chapter 29, Internal Revenue Code, exemption from chapter 29 taxes is available to you, without any action being required on the part of the War Department, with respect to purchases of certain materials to be incorporated in such items, and credits or refunds may be obtained. Accordingly, chapter 29 taxes on such incorporated materials will not be included in the prices quoted herein and you should take necessary steps to protect your right to such exemption, credits, or refunds.

(3) Tax exemption certificates, where applicable, will be issued for the amount of any tax excluded from the price, as to which an exemption is available. You will furnish all pertinent data in support of any application for such certificates.

(This space is for special instructions on certain items. It will be filled in by the procurement office when necessary.)

(D) (1) The first blank space in this paragraph is to be filled out by the procurement office. Unless the words "No Deviation" appear in (D) (1), you may take exception to what is thereby proposed by the procurement office and such exception should be shown under (D) (2). If you take no such exception, insert "None" or "No Exception."

(E) Strike out "will" or "will not" in order to show your intention. If you propose to take title to scrap from Government-furnished material, enter the amount by which the unit prices listed in table III–(A) have been reduced. The prices shown in the table should reflect such reductions.

(F) If you propose to allow a discount, enter in the blanks provided the rate thereof and the number of days within which it is to be allowed from or after date of each invoice. In this connection see paragraph 3 on page 1 of the form.

(G) This is a representation required of all contractors.

Title IV—Supplementary information

(NOTE: Submit answers to the paragraphs of this Title on numbered, plain white sheets of approximately the same size as the proposal, except as to paragraphs where the answer is "None," in which cases that word may be inserted at the end of such paragraphs on the form itself. Give the number of the title and portion thereof at the beginning of each answer.)

1. Subcontractors, as that term is used in the proposal, are suppliers of parts and components, completely or partially fabricated, and of materials which are fabricated to meet individual specifications for use in performance of the proposed contract. To the extent that the information is available, list proposed subcontractors for the larger components and parts only. When several subcontractors are being considered for the same part, list all of them as alternative suppliers, together with the quantities which may be purchased from each. Indicate which, if any, of the proposed suppliers is an affiliate, subsidiary, division of, or is otherwise legally related to the contractor, or is controlled by an officer or major owner of contractor. Indicate the nature of such relationship. Any price of a subcontracted item which you believe to be excessive should be called to the contracting officer's attention, as he may be able to suggest another source which can furnish that item at a lower price or use appropriate means for attempting to reduce the price.

2. List the cost of existing Government-owned facilities under the following headings: (*a*) land, (*b*) buildings, (*c*) machinery and equipment, and (*d*) tools, jigs, and fixtures. Use approximate figures.

3. List each item of additional facilities separately under (*a*) Government-owned facilities and (*b*) contractor-owned facilities for performance of proposed contract, showing: (1) name of item, (2) size and type, (3) operation for which required, (4) use by prime or subcontractor, (5) new or used, (6) total cost, including price, transportation, and installation. This paragraph refers to additional Government-owned facilities which are to be acquired under some other contract (whether or not for supplies) but which are to be used in performance of the contract resulting from this proposal. The facilities referred to in (B) (2) of Title III of the form are those you propose to acquire under the supplies contract resulting from this proposal.

4. Describe agreements to pay commissions, etc., giving names and addresses of other parties to agreement, amounts and bases of calculation of such fees, and conditions upon which they are proposed to be paid. Where you have information concerning similar agreements in connection with one or more subcontracts, that information should be furnished in like detail to the extent possible.

5. State amount, per unit and total, of royalties for the use of inventions and fees for technical services or engineering assistance, describe method of calculating these amounts, list names and addresses of parties to whom payable, the particular feature or features of the subject items on which the royalties or fees are payable, and numbers and dates of patents or applications involved, if any.

6. The primary purposes of requesting information about special manufacturing processes are to provide a basis for understanding the cost break-downs and to ascertain whether the contract should possibly contain a clause providing for price adjustment in the event such processes become unavailable to you without fault on your part. If you believe that this information is not important, it may be omitted, even though specified in the box on page 1.

7. If an item has been sold at a lower price than that in the proposal, give any reasons for the difference, such as changes in wage rates, material prices, and volume. It is recognized that there may be valid reasons for a price difference, but they must be understood for a proper price analysis.

Title V

(*Note: Before supplying information under Title V check the box on page 1 to ascertain what part of that title need be completed.*)

Carefully read and follow the notes under Title V.

Follow the classifications listed unless your regular accounting system cannot provide this type of break-down, in which case a break-down which is as close to the form as possible should be substituted. The details of the substituted break-down should be sufficient to satisfy the requirements of the procurement office and may be agreed upon in advance with that office.

The cost break-downs are required to give the contracting officer as complete an understanding of your costs as possible. The inclusion or exclusion of individual cost elements under this form does not indidate the propriety or impropriety thereof.

When the proposed contract covers more than one item, supply a separate break-down for each item which is specified in the box on page 1. Additional sheets are provided for that purpose. Specify in the space provided, the item covered by each break-down. If cost break-downs are requested on more than one item and the information under column C is called for, it need be filled out only once.

Fill in dollar amounts for each line required. For each item of cost, calculate percentage of total cost and enter on appropriate lines.

Column A. When entries are made on lines 9 to 19 for Selling Expenses, Contingencies, and Other Expenses, specify and describe on separate sheets the nature of the expenses and the basis of their calculation.

Column B. Insert in the spaces provided in note 2, (*a*) the number of the prior contract under which the costs shown in column B were experienced, the number of units called for thereby, and the approximate date of completion of the contract or the approximate percentage of completion thereof; (*b*) the approximate number of units produced per month for the period upon which column B is based, and the dates of the beginning and the end of that period; and (*c*) the principal differences, if any, between the items referred to in columns A and B.

Column C. Fill in date of end of fiscal year covered or indicate period covered if the latest interim statement is given. The period covered by any interim statement should be long enough to serve as a reliable guide to your over-all experience. Where it is not practicable to follow the classifications of Title V, you may submit the operating statement in some other form on a separate sheet, but in such case the substance of the information called for by column C should be given in reasonable detail. Indicate whether the statement shows the figures before or after statutory renegotiation.

The information requested in column C may be furnished by means of periodic separate operating statements, if such an arrangement is satisfactory to the procurement office requesting the attached proposal. It should be noted that you may be requested by the procurement office to furnish additional financial data to establish your responsibility.

SUPPLEMENT TO STANDARD PROCUREMENT FORM NO. 3

(NOTE: The information called for by the Supplement to War Department Standard Procurement Form No. 3 will not be necessary in all cases. The supplement may not be included with the form in some instances. In any event, be sure to refer to the box on page 1 before completing Titles VI through X, and then furnish only the information asked for by the titles, or portions thereof, specified in the box.)

Title VI—Indirect factory expenses

Follow the classifications listed unless your regular accounting system requires another type of break-down, in which case that break-down should be substituted. The details of the substituted break-down should be sufficient to satisfy the requirements of the procurement office and may be agreed upon in advance with that office. If column 2 is filled out for a plant or department, it should relate to the unit in which the proposed production is to take place.

List other overhead expenses, following the major classifications on your books on the blank lines, 9 to 15. Fill out lines A and B at the end of Title VII, even though that title may not be included in the box on page 1.

Title VII—General and administrative expenses

Follow the classifications listed unless your regular accounting system requires another type of break-down, in which case that break-down should be substituted. List other administrative expenses, following the major classifications on your books, on the blank lines, 4 to 11.

Title VIII—Accounting methods

The information called for under Title VIII should be given in sufficient detail to enable the contracting officer to understand the accounting methods which you employ.

Title IX—Costs (Costs of Other Items)

1. *Costs of spare parts.* Follow instructions under Title V. For convenience, additional copies of Title V are attached and may be used for furnishing the information called for by this paragraph.

2. *Costs of special packaging and boxing spare parts.* Submit a cost break-down that seems clearest to you. When special packaging constitutes a substantial part of total costs, the explanation might start with the cost of regular packaging and then proceed with an explanation of the differences between the cost of regular packaging and that of special packaging. For convenience, additional copies of Title V are attached and may be used for furnishing the information called for by this paragraph.

3. *Costs of packaging and boxing of major items.* The cost of packaging and boxing of items other than spare parts is to be included in the costs shown under Title V (when an answer to that title is required). The detailed break-down of this cost is to be shown separately under this title. Submit a cost break-down that seems clearest to you. See suggestions in the next preceding paragraph. For convenience, additional copies of Title V are attached and may be used for furnishing the information called for by this paragraph.

Title X—Direct materials

If the procurement office has listed the materials, the other columns of the table should be completed with respect to those materials. Otherwise you should list in the lines provided each of the important materials to be incorporated in the completed list (not including subcontracted parts or assemblies) and then proceed to complete the table. The total quantity of the material you are to purchase should be entered in the second column. In the third column show the price you are to pay per unit of your purchase; for example, if the material is aluminum, your entry will show "_____ cents per pound," or, in the case of steel, "$_____ per ton," etc. The fourth column is to show your estimate of the net cost, after scrap, of the particular material to be incorporated in the completed unit to which your proposal relates, as "$_____ per pair" or "$_____ per gun," etc.

5. Section 813.1327a is added as follows:

§ 813.1327a *Standard Procurement Form No. 4; when used.* See §§ 802.243 (b) (2) and (c), which prescribe the use of this form in certain cases.

Forms printed in the FEDERAL REGISTER are for information only and do not follow the exact format prescribed by the issuing agency.

WAR DEPARTMENT
STANDARD PROCUREMENT FORM NO. 4
REQUEST FOR PROPOSAL AND CONTRACTOR'S PROPOSAL

From _____
_____
_____
_____
To_____
_____
_____
_____

REQUEST FOR PROPOSAL

Date _____ No. _____

Under authority of the First War Powers Act, 1941, and Executive Order No. 9001, you are requested to submit a proposal for the furnishing of the item(s) described *on the reverse side hereof*, upon the delivery schedule there shown, and in accordance with the terms and conditions appearing on both sides of this page and on continuation sheets numbered _____ attached hereto
Proposals to be received by_____
Preference rating to be assigned_____
Proposals to be submitted in_____ copies.

_____
_____
_____
Contracting Officer.

TERMS AND CONDITIONS

The Government's notice of acceptance of proposal will be given within _____ days after the date above specified by which proposals are to be received.

If your proposal is accepted, Contract Form _____ will be issued to you embodying the terms of your proposal and including all applicable provisions required by Federal law, Executive order, and War Department procurement regulations.

Taxes. (1) Unless otherwise stated by the contracting officer on either side of this page or on a continuation sheet, (a) the prices quoted *will not* include any State or local sales, use, or other tax from which an exemption is available for the purposes of this procurement, but (b) the prices quoted *will* include all applicable Federal taxes and other applicable State and local taxes.

(2) If the items called for by this procurement are taxable articles under Chapter 29, Internal Revenue Code, exemption from Chapter 29 taxes is available to you with respect to purchases of materials (except tires, tubes, and automobile radios) to be incorporated in such items, and credit or refunds may be obtained. Accordingly, Chapter 29 taxes on such incorporated materials *will not* be included in the prices quoted herein and you should take necessary steps to protect your right to such exemption, credits, or refunds

(3) Tax exemption certificates, where applicable, will be issued for the amount of any tax excluded from the price, as to which an exemption is available. You will furnish all pertinent data in support of any application for such certificates.

The Government reserves the right to reject any and all proposals made in response to this request.

Offiers of prompt payment or cash discounts will not be considered in making the award but if such an offer is made, the Government, in making payment, shall have the right to take advantage thereof according to its terms.

CONTRACTOR'S PROPOSAL

In response to the above request for proposal, and subject to the terms and conditions thereof, the undersigned offers and agrees to furnish any or all of the items on which the undersigned has quoted prices at the price set forth opposite each item. The undersigned now employs approximately _____ employees, and will require approximately _____ additional employees to furnish the items quoted on. Name and location of factory where items will be manufactured:

_____
_____

Date_____
Enclosures by contracting officer:

Name_____
_____
By_____
Title_____
(Authorized to make this proposal)

To be filled in by contracting officer

Delivery to be f. o. b._____
_____
Ship to_____
_____

To be filled in by contractor

To be filled in by contractor unless contractor agrees to "Delivery or shipment desired"

Item No.	Description of item	Quantity	Unit	Delivery or shipment desired		Price		Delivery proposed	
				Date	Quantity	Unit	Total	Date	Quantity

Subchapter B—Disposal of Property

[Procurement Reg. 7]

That portion of Subchapter B consisting of Procurement Regulation 7 is amended to read as follows:

PART 821—GENERAL

Sec.
821.100 Rescission of instructions.
821.101 Subjects not covered.
821.102 Definitions.
821.103 Statement of War Department policy.
821.103–1 War Department policy on direct sales.
821.104 Designation of Redistribution and Salvage Officer.
821.105 Establishment of disposal boards.
821.106 Disposal board at chief of service level.
821.107 Extraordinary cases.
821.108 Reports.
821.108–1 Monthly report of redistribution and disposal of excess and surplus serviceable property.
821.108–2 Report form.
821.108–3 Date for submitting report.
821.108–4 Preparation of the report.

Part
821 General.
823 Disposition of property for purposes directly related to prosecution of war.
824 Disposition of non-repairable property.
825 Disposition of serviceable military property.
826 Disposition of serviceable non-military property.
827 Disposal of surplus property.
829 Appendix.

NOTE: In Procurement Regulation 7 Part 807 has been recodified as Parts 821 to 829. Part 821 consists of former Subpart A of Part 807, Part 823 is former Subpart C, Part 824 is former Subpart D, etc. Former Subpart B is revoked, the subject matter being covered by Parts 841 to 849 (9 F.R. 13315).

In Parts 821 to 829 the number to the right of the decimal point is identical with the number to the right of the dash in Procurement Regulation 7.

Sec.

821.109 Direct correspondence authorized.
821.110 Methods of sale.
821.111 Compliance with OPA and WPB regulations.
821.111–1 General.
821.111–2 WPB regulations.
821.111–3 Exemption from OPA price ceilings.
821.111–4 Reliance on buyers' certificates.
821.111–5 Contract termination inventories.
821.111–6 OPA assistance.
821.111–7 Information obtainable.
821.111–8 Liability for violations.
821.112 Federal excise taxes on property sold.
821.113 Contract formalities including numbering and distribution.
821.114 Coordination with Property Officer.
821.115 Information as to sales of War Department property.
821.115–1 Furnishing information to periodicals.
821.116 Sales to War Department personnel.

§ 821.100 *Rescission of instructions.* This subchapter and the regulations, manuals and other instructions to which it makes reference, include all outstanding instructions of the War Department on the subject of the disposition of personal property, title to which is in the Government, or to which the Government has the contractual right to acquire title, except termination inventory as defined in § 841.121–21 and property which is treated as termination inventory under the provisions of § 844.400–2. All other instructions are hereby rescinded. Instructions of the technical services are not affected hereby, but will be promptly conformed to this subchapter.

§ 821.101 *Subjects not covered.* This subchapter does not rescind or otherwise affect TM 38–220 or other publications concerning Stock Control for military property. It does not relate to the disposition of real property, which is governed by Circular No. 8, W.D., 1944 as amended by Circular No. 306, W.D., 1944 and Section II, ASF Circular No. 28, 1944. Apart from the provisions of Part 827, regarding action in connection with surplus property reported to disposal agencies, it does not relate to the disposition of termination inventory as defined in § 841.121–21, or to property which is treated as termination inventory under the provisions of § 844.400–2, which disposition is governed by Subchapter C of this chapter. It does not relate to the repair or reclamation of personal property which is governed by Circular No. 7, W.D., 1944 as amended by Section IV, Circular No. 90, W.D., 1944 and Section IV, Circular No. 239, W.D. 1944. It does not relate to the disposition of the proceeds of sales of property, as to which see AR 35–780 and AR 35–6660. It does not relate to the redistribution or disposition of any property located outside of the continental limits of the United States. The policies and procedures governing the disposition of property which has been turned over to a salvage officer or salvage organization are covered by §§ 824.4 to 824.9 [1] and TM 38–505.

§ 821.102 *Definitions.* The following terms, when used in this subchapter, have the meanings indicated:

"Military property" consists of all supplies and equipment held for issue or issued, to or for troops, military posts within the United States, and theaters of operation; and includes tactical supplies and equipment, subsistence items and property required by tables of allowances, tables of basic allowances, and tables of equipment.

"Non-military" property is all property other than military property, termination inventory as defined in § 841.121–21 and property which is treated as termination inventory under the provisions of § 844.400–2.

"Serviceable property" is property other than scrap or waste which is suitable for use in its existing condition.

"Non-repairable property" is unserviceable property which cannot in the best interests of the Government be mended or restored to serviceability, and scrap and waste; and includes, but is not limited to, any obsolete non-military items, and industrial materials, industrial equipment, components, and assemblies (whether partially or completely fabricated, processed or assembled and whether new, used or deteriorated), which have no reasonable use except as scrap.

"Excess property" in the case of military property, is any property in excess of the maximum stock level authorized for a particular organization, supply point or technical service; and, in the case of non-military property, is any property in excess of the immediate and definitely forseeable needs of a particular industrial installation or other function, activity, project or industrial operation in connection with which the property was acquired.

"Surplus property" is property declared by competent authority to be, or deemed to be, in accordance with the provisions of this subchapter, in excess of the immediate or definitely foreseeable needs of the entire War Department.

"Negotiation" means any method of reaching an agreement on the terms of sale, except the formal sealed bid procedure contemplated by section 3709, R. S. with respect to purchases. (There is no statutory requirement for the formal sealed bid procedure in the case of sales of government property. See Opinions of The Judge Advocate General, dated March 19, 1941, SPJGC 1941, and March 30, 1943, SPJGC 1943, 3449).

§ 821.103 *Statement of War Department policy.* The demands of the war production program require that the material resources of the nation be used with the utmost efficiency. This can only be accomplished if the accumulation of excess property is avoided and if idle property is put to productive use at the earliest possible moment. Accordingly, it is the policy of the War Department to prevent the acquisition or retention of excess property by the War Department. It is likewise the policy of the War Department to effect the prompt return of temporarily idle non-military property to productive use. The guiding policy of the War Department is to employ all the material resources at its command in the manner which will most effectively facilitate the prosecution of the war. To this end property will be freely redistributed under the authority granted in Part 823. In any event, excess property will be redistributed as promptly as possible. Accordingly, the chiefs of technical services will comply with existing provisions for the review of military property. All affected thereby will strictly observe the requirements of ASF Manual M–413, Supply Control System, 20 July 1944. In addition, chiefs of technical services will maintain constant and active review of all non-military property on hand or in the process of manufacture, to determine the essentiality of such property for the prosecution of approved functions, activities, projects or industrial operations.

§ 821.103–1 *War Department policy on direct sales.* Under regulations prescribed by the Surplus War Property Administration pursuant to Executive Order No. 9425, general responsibility for disposal of surplus Government property has been assigned to certain disposal agencies, as more fully explained in Part 827. It is the policy of the War Department to have these disposal agencies dispose of surplus War Department property to the fullest extent provided by the regulations of the Surplus War Property Administration, and to limit direct disposal by the War Department to those categories for which the War Department is clearly responsible. Accordingly, sales by the War Department will be limited to the following:

(a) Sales of termination inventories as provided in Subchapter C.

(b) Sales of nominal quantities of surplus property as provided in § 827.701.

(c) Sales to war contractors, other government agencies and other limited classes of transferees as provided in Part 823.

(d) Sales of salvage, scrap and waste.

§ 821.104 *Designation of Redistribution and Salvage Officer.* The chief of each technical service will designate a Redistribution and Salvage Officer in his office who will have responsibility for coordinating the activities of the technical service as to salvage activities; as to the determination of what items of non-military property are excess within the technical service; as to the determination of what items of military property should be processed for declaration by competent authority as surplus; and as to the acquisition and use by the technical service of military and non-military items available from other technical services. The Director, Readjustment Division, Headquarters, Army Service Forces, will be promptly notified of the appointment, or change in the appointment of such officer.

§ 821.105 *Establishment of disposal boards.* (a) The chiefs of the technical services will establish in their field installations, disposal boards for reviewing and taking appropriate action with respect to proposed transactions required to be reviewed by this subchapter.

(b) Disposal boards will consist of not less than three members. The members thereof may perform other functions, provided the prompt review of property disposal matters is not hindered and the personnel are qualified by training and experience to afford ade-

[1] §§ 824.4 to 824.9 appear at 9 F.R. 5034 as §§ 83.4 to 83.9.

quate review with respect to such matters.

(c) Records of the proceedings of disposal boards will be maintained by the offices or installations in which they are established. Cases submitted for review will be accompanied by information pertinent to the transaction, particularly as to the following: number of offers or bids solicited and reviewed, and the amounts thereof; condition of the property; status of the buyer with respect to the use to be made of the property, and any other information necessary to show that the market has been adequately tested and that the sale should be made at the price and in the quantities stated.

§ 821.106 *Disposal board at chief of service level.* Disposal boards may be established in the offices of the chiefs of technical services, or in the case of the Army Air Forces, in the headquarters office of a command, to review and take appropriate action with respect to property transactions as to which review at that level is authorized by this subchapter (see §§ 723.301–4 (b) and 724.401–2) or by Subchapter C of this chapter.

§ 821.107 *Extraordinary cases.* Proposed sales or scrapping determinations involving unusual problems or difficulties may be presented for the consideration and advice of the Director, Readjustment Division, Headquarters, Army Service Forces.

§ 821.108 *Reports.* Reports are discussed in the following sections.

§ 821.108–1 *Monthly report of redistribution and disposal of excess and surplus serviceable property.* (a) Commanding generals of each numbered service command and the Military District of Washington will submit to the Director, Readjustment Division, Headquarters, Army Service Forces, a consolidated monthly report on redistribution and disposal of excess and surplus serviceable property.

(b) Each procurement office reporting to the chief of a technical service will submit to the chief of the technical service a monthly report of redistribution and disposal of excess and surplus serviceable property. Chiefs of technical services will issue instructions as to the omission of certain sections of the form not applicable to their procurement offices.

(c) The chief of each technical service will submit to the Director, Readjustment Division, Headquarters, Army Service Forces, a consolidated monthly report on redistribution and disposal of excess and surplus serviceable property, together with reports for each procurement office reporting to him.

§ 821.108–2 *Report form.* Reports will be submitted on W. D., A. G. O. Form No. 256, revised 1 December 1944. Control Approval Symbol RCS–5 has been assigned to this report. This form will be used by all echelons required to submit the report.

§ 821.108–3 *Date for submitting report.* Report will be submitted monthly and will be filed with the Director, Readjustment Division, Headquarters, Army Service Forces, on or before the 12th day of the month following that for which the report is made.

§ 821.108–4 *Preparation of the report.* Record costs may be used without inclusion of amounts for storage, transportation, handling, or other overhead costs. In the absence of record costs, estimates may be made on the basis of known costs of similar items or other available information. All dollar amounts should be reported to the nearest full dollar with cents omitted. Specific instructions as to preparation of the report together with a sample of the report form are included in §§ 829.910 and 829.910–1.

§ 821.109 *Direct correspondence authorized.* Direct correspondence is authorized among all levels of the technical services and representatives of other government agencies in respect of redistribution of available property under this subchapter.

§ 821.110 *Methods of sale.* All sales of property under this subchapter, including sales made by cost-plus-a-fixed-fee contractors pursuant to § 823.306, will be made by negotiation in a manner to assure such competition (by taking written bids, making oral inquiry, or otherwise) as is practicable in the circumstances, and consistent with economy, efficiency and the expeditious completion of the proposed sale. The negotiating officer will make every effort to effect the sale in such manner and for such further uses as will most effectively facilitate the prosecution of the war. Sales at ceiling or established market prices and sales under § 823.301 need not be delayed for the purpose of soliciting competitive bids.

§ 821.111 *Compliance with OPA and WPB regulations.* Compliance with regulations of the Office of Price Administration and the War Production Board is discussed in the following sections.

§ 821.111–1 *General.* All sales or other transfers (except transfers within the Government) of property made under the authority of this subchapter or otherwise, shall conform to applicable orders and regulations of the War Production Board and the Office of Price Administration.

§ 821.111–2 *WPB regulations.* Officers responsible for disposal of War Department property may rely upon a representation by the buyer to the effect that the purchase is being made in compliance with all War Production Board regulations affecting the buyer, unless they have knowledge or reason to believe that such representation is false. Such a representation should be incorporated in each written contract of sale.

§ 821.111–3 *Exemptions from OPA price ceilings.* Price ceilings established by the Office of Price Administration do not apply to a sale (other than a sale of food or of a commodity originally purchased solely for the purpose of resale in substantially the same form or for stockpiling) where the sale is:

(a) To another Government agency (§§ 823.307 to 823.310–1);

(b) To any foreign government or agency thereof;

(c) To a contractor (but not to a subcontractor) for use in carrying out his price contract with a Government agency (§ 823.301);

(d) To any relief organization for donation or export sale (§ 823.302);

(e) Of a single item or group of items where the sales price estimated to be obtainable for all substantially similar items available for sale at the place of sale does not exceed $300 (§ 827.701);

(f) Of personal property when sold together with an interest in land or buildings in a single transaction;

(g) Of all or substantially all the Government-owned contents of a factory or plant to the owner, lessee, or operator; or to any other single buyer purchasing for use;

(h) Of building installations, facilities, appurtenances, equipment and personal property attached to the land (except standing timber);

(i) Of scrap metal to a dealer in such material purchasing solely for resale, *Provided:*

(1) That the dealer certifies that he is purchasing such material for resale and that in reselling he will not exceed the applicable OPA maximum prices, and

(2) That the seller has no reason to doubt the accuracy of the dealer's certificate.

§ 821.111–4 *Reliance on buyers' certificates.* Unless contracting officers have reason to doubt the accuracy of the certificate hereinafter set forth, they may make any sale (other than of food or of a commodity originally purchased solely for the purpose of resale in substantially the same form or for stockpiling), without verifying OPA ceiling prices, in reliance upon a certificate in the following form executed by the buyer:

The undersigned hereby certifies that the price paid (to be paid) (to be credited to the Government) for the goods purchased (to be purchased) (to be retained by the undersigned) under (identify contract, bid or quotation) does not exceed one of the following:

(a) The maximum price applicable to purchases by the undersigned, from usual sources of supply, of the goods in the quantity and at the place of delivery specified in such contract, bid, quotation), or

(b) The maximum selling price applicable to sales by the undersigned, in its capacity as a manufacturer, producer or processor of the same goods, disregarding minor differences in specifications or design, in the quantity and at the place of delivery specified in such contract (bid, quotation).

§ 821.111–6 *OPA assistance.* In the event a proposed sale is not exempt from OPA price ceilings (see § 821.111–3), and is not to be made in reliance upon a certificate (see § 821.111–4), contracting officers may call upon the members of the price staff of any OPA office for aid in determining the OPA maximum price, if any, applicable thereto.

§ 821.111–7 *Information obtainable.* If assistance of OPA officials is not available, interested personnel may refer to the terms of OPA Supplementary Order No. 94 for a recital of various exemp-

tions not discussed and various instructions as to methods of determining OPA price ceilings too numerous to set forth in detail in this chapter.

§ 821.111–8 *Liability for violations.* The OPA grants exemption to War Department officials and employees and to contractors making sales in reliance upon certificates, as set forth in § 821.-111–4, from any liability for the violation of any OPA maximum price ceilings, unless the seller has reason to doubt the accuracy of such certificates.

§ 821.112 *Federal excise taxes on property sold.* Where property which is subject to Federal excise tax is sold, provisions governing the collection of such taxes found in Subpart F of Part 808 will be observed.

§ 821.113 *Contract formalities including numbering and distribution.* (a) All contracts for the sale of property made under the authority of Part 823, all contracts for an amount in excess of $1,000 and all contracts for an amount in excess of $500 which are not to be performed within sixty days shall be evidenced by a written contract prepared in substantially the form set forth in §§ 813.1326 or 813.1326a, or in such other form as may be approved by the Director, Readjustment Division, Headquarters, Army Service Forces, or, in the case of sales by salvage officers, in the form authorized or required by applicable regulations. All other sales shall be evidenced (1) by any such written contract or (2) on accounting forms now or hereafter prescribed by the chiefs of technical services concerned, subject to the approval of the Fiscal Director, Headquarters, Army Service Forces.

(b) The provisions of §§ 803.309 to 803.309 (c) and 803.318b (e) relating to the numbering of contracts are applicable to contracts for the sale of property except that in connection with such contracts a separate series of numbers will be used in which the letter "s" will be added immediately after the letters representing the technical service concerned.

(c) Contracts for the sale of property will be distributed in the same manner as other contracts (see Subpart D of Part 803) except that (1) when a sale of War Department property is made under a contract or agreement the officer or agent of the War Department by whom funds are received as a result thereof will, in turning the funds over to a disbursing officer, accompany such remittance with a copy of the contract or agreement covering the terms of the sale; and (2) the original signed number of each unnumbered contract of sale will be forwarded to the General Accounting Office instead of being sent to the disbursing officer, as in the case of unnumbered contracts of purchase.

(d) A copy of each contract of sale of military property, the original cost of which exceeded $2,000 will be distributed to the Chairmen of the Military Affairs Committees of the House and Senate within twenty-four hours after a contract has been made.

§ 821.114 *Coordination with Property Officer.* All transfers or sales of property under authority herein contained must be coordinated with the Property Officer involved for compliance with applicable property accountability regulations.

§ 821.115 *Information as to sales of War Department property.* It is the policy of the War Department to have the facts on all public sales of War Department property kept available at the point of sale for public inspection during normal business hours for any proper purpose. The facts on sales to war contractors will likewise be kept available for inspection by the interested parties.

§ 821.115–1 *Furnishing information to periodicals.* When sales are made on written invitations to bid, copies of invitations and information as to awards may be transmitted to periodicals for publicity purposes, or to persons who request invitations for the purpose of advising their clients. In any event, copies of written invitations to bid and information as to awards will be kept available at the point of sale for inspection by representatives of periodicals or other interested parties during normal business hours for any proper purpose.

§ 821.116 *Sales to War Department personnel.* Except as authorized by Part 823, or by AR 30–2290, §§ 824.4 to 824.9,[1] TM–38–505, or other War Department publication, no sales of Government-owned property will be made to any official or employee of the War Department nor any officer, enlisted man, or civilian employee of the Army.

PART 823—DISPOSITION OF PROPERTY FOR PURPOSES DIRECTLY RELATED TO THE PROSECUTION OF THE WAR

Sec.

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[1] §§ 824.4 to 824.9 appear at 9 F.R. 5034 as §§ 83.4 to 83.9.

§ 823.300 *Scope of part.* This part relates to the disposition of property for the purpose of enabling it to be used directly in the prosecution of the war. Such disposition may be made of both military and non-military property, without regard to its serviceability or state of supply. The authority herein granted may be exercised without first obtaining from the Chief of Staff a certificate under the act of June 28, 1940, Title I, section 14–a (54 Stat. 681, 10 U.S.C. 1262a). The authority to dispose of property under this part is subject to the provisions of Part 827 which limit the disposition of property after reporting to a disposal agency as surplus.

§ 823.301 *Sales to contractors.* Sales to contractors are discussed in the following sections.

§ 823.301–1 *Sale to war contractors.* The chiefs of the technical services are authorized, when it is determined by them that such action will facilitate the prosecution of the war, to make contracts by negotiation for the sale of, and to sell to manufacturers and suppliers having war contracts, including employees and suppliers of war contractors, and to employees of the Government engaged in war production, any machine tool equipment, processing equipment, uniforms, safety clothing and equipment, plant protective clothing and other special articles necessary to persons employed in or otherwise connected with war industries or establishments, manufacturing aids, raw materials, manufactured materials or other materials or facilities presently owned or hereafter acquired by the Government. Such sales shall, however, be made only for the purpose of facilitating the performance of such war contracts or war production. All such contracts will recite that they are entered into pursuant to the First War Powers Act and Executive Order No. 9001.

§ 823.301–2 *Sale of standard general-purpose machine tools to contractors in possession.* (a) The chiefs of the technical services are authorized to make contracts by negotiation for the sale of and to sell to a contractor any standard general-purpose machine tools and appurtenances (as defined in § 823.301–3 (b) below) owned by the Government and in the possession of such contractors under existing lease or similar arrangement (such as the article appearing in § 823.332) with the War Department, or a sublease under such a lease or arrangement with the War Department. (Where the machine tools are held by a sublessee, it may be necessary to secure an appropriate release or waiver of the rights of the lessee prior to making the sale to the sublessee).

(b) Each sale made under this section will be evidenced by a written contract of sale reciting that it is entered into under the First War Powers Act, Executive Order No. 9001, and Public Law 703, 76th

Congress, as extended. It is found and determined that such sales will facilitate the prosecution of the war, speed the process of reconversion, and reduce the Government's expenditures on production facilities.

(c) In order to assure the continued availability of the machine tools for war production as required, each contract of sale made under this section will contain a provision substantially as follows:

ARTICLE ___. The Buyer agrees that, in the event any machine tool sold hereunder ceases to be used for war production purposes prior to the cessation of hostilities while in possession of the Buyer, the Buyer will, upon request of the War Department, make the machine tool available for further war production use upon terms to be agreed upon between the War Department and the Buyer. The War Department agrees that it will make such request only in the event a suitable machine tool is not available from idle or surplus stocks in the hands of the War Department or a surplus disposal agency of the Government.

(d) This section does not authorize sale of machine tools that have been reported to a Disposal Agency as surplus.

(e) The policy set forth in this section has been approved by the Surplus War Property Administration.

§ 823.301–3 *Pricing policies.* (a) Any sale made under § 823.301–1 except a sale of standard general-purpose machine tools and appurtenances, will be made at a price which is fair and reasonable, having due regard for the circumstances of the sale and nature, condition, quantity and location of the property to be sold.

(b) Sales of standard general-purpose machine tools (i. e., those types used in civilian production, comprising, in general, those tools listed in the Standard Commodity Classification, Volume I, Major Group 34, under code numbers 34 11000 to 34 19900, inclusive, except for special machine tools such as gun reaming, rifling and chambering machines, gun boring and turning lathes, special shell turning lathes, shell tappers, special small arms ammunition machinery, and any other machine tools suitable solely for production of purely military items) made under §§ 823.301–1 or 823.301–2 will be made at prices determined in accordance with the following provisions of Surplus War Property Administration Regulation No. 3, 9 August 1944:

(a) The original price of the manufacturer of the machine tool, inclusive of electric equipment and standard accessories, shall be computed f. o. b. the plant of such manufacturer. If special tooling is to be sold with the machine tool, its original price shall be included, on the same basis.

(b) The period of active use of the machine tool shall be computed on the basis of the best information reasonably available. This period shall run from the estimated date the machine tool was originally put in use to the date of sale, if the machine tool is then still in use. If the machine tool is not in use at the time of sale, the period shall run to the estimated date when the machine tool became idle.

(c) The price computed pursuant to paragraph (a) above shall be used as a base. The price at which the machine tool shall be offered for sale shall be computed by applying to that base the percentage set forth in the following schedule opposite the period of active use of the machine tool computed pursuant to paragraph (b) above. The percentage appearing in Column B shall be applied where the buyer is the person who is using the machine tool at the time of sale or, if the machine tool is then idle, the person who last used it and the percentage appearing in Column A shall be applied where the sale is to any other buyer.

Period of active use:	*Percentage of original cost* A	B
Less than 1 month	85.0	90.0
1 month	82.5	87.5
2 months	80.0	85.0
3 months	77.5	82.5
4 months	75.0	80.0
5 months	72.5	77.5
6 months	70.0	75.0
7 months	69.0	74.0
8 months	68.0	73.0
9 months	67.0	72.0
10 months	66.0	71.0
11 months	65.2	70.2
12 months	64.4	69.4
13 months	63.6	68.6
14 months	62.8	67.8
15 months	62.0	67.0
16 months	61.2	66.2
17 months	60.4	65.4
18 months	59.6	64.6
19 months	58.8	63.8
20 months	58.0	63.0
21 months	57.2	62.2
22 months	56.4	61.4
23 months	55.6	60.6
24 months	54.8	59.8
25 months	54.0	59.0
26 months	53.2	58.2
27 months	52.4	57.4
28 months	51.6	56.6
29 months	50.8	55.8
30 months	50.0	55.0
31 months	49.2	54.2
32 months	48.4	53.4
33 months	47.6	52.6
34 months	46.8	51.8
35 months	46.0	51.0
36 months (or more)	45.2	50.2

(d) The price computed pursuant to subparagraph (c) above shall be the sale price f. o. b. cars or trucks at the location of the machine tool at the time of sale.

The percentages shown under Column B of the schedule set forth in subparagraph (c) above will be applied in determining the price of machine tools sold to contractors in possession under § 823.301–2, and such tools will be sold f. o. b. location at time of sale.

§ 823.301–4 *Review of sale.* (a) Sales made under § 823.301–1, other than sales of standard general-purpose machine tools and sales made to a cost-plus-a-fixed-fee contractor for the account of the Government, will be subject to prior review and approval by a disposal board, established in accordance with § 821.105 in all cases where the cost (estimated if not known) of the property to be disposed of in the sale (1) exceeds $100,000 and it is proposed to sell below such cost, less freight and handling charges, or (2) exceeds $10,000 and it is proposed to sell at more than 25 percent below such costs, less freight and handling charges. For purposes of determining whether or not a sale shall be submitted for the review and approval of a disposal board, sales of a single item and simultaneously negotiated sales of different items to a single buyer or of the same item to several buyers shall be considered a single sale.

(b) Chiefs of technical services may require or permit review by disposal boards established pursuant to § 821.106 where the cost (estimated if not known) of the property to be disposed of exceeds $500,000 and it is proposed to sell at more than 25 percent below such cost.

§ 823.302 *Sales to Red Cross and U. S. O.* The chiefs of the technical services are authorized to make contracts by negotiation and to sell to the Red Cross and the United Service Organization any military, subsistence, or other supplies or property which the chief of the technical service finds is needed by such institution in connection with its activities with the Army: *Provided,* That no such sale of military property will be made without the prior approval of the Commanding General, Army Service Forces (Stock Control Division), or in the case of the Army Air Forces property, the Commanding General, Army Air Forces, or his delegate or delegates. All such contracts will recite that they are entered into pursuant to the First War Powers Act and Executive Order No. 9001.

§ 823.303 *Other sales.* Sales for purposes directly related to the prosecution of the war, other than those authorized by §§ 823.301 and 823.302, may be made by the chiefs of the technical services: *Provided,* That the approval of the Director, Readjustment Division, Headquarters, Army Service Forces, is first obtained.

§ 823.304 *Leases.* Under the First War Powers Act, 1941, and Executive Order No. 9001, and section 1 of the act of July 2, 1940 (Public No. 703, 76th Congress) as continued in effect by section 13 of the act of June 5, 1942 (Public No. 580, 77th Congress), the chiefs of the technical services are authorized, when it is determined by them that such action will facilitate the prosecution of the war:

(a) To include in supply contracts the Government-Owned Facilities article prescribed in § 823.332, subject to the regulations set forth as notes to § 823.332 and to other applicable sections of the regulations in this chapter. (See Part 810 of this chapter for approvals of higher authority which must be obtained in certain cases);

(b) To enter into separate lease agreements (i.e., agreements not made part of supply contracts), as authorized by Part 810 of this chapter.

§ 823.305 *Leases under other statutes.* Authority for the execution of lease agreements may be found in certain statutes other than those mentioned in § 823.304. See AR 850–30 for the terms of those statutes.

§ 823.306 *Disposition by contractors.* The chiefs of the technical services are authorized, when it is determined by them that insertion of such provision will facilitate the prosecution of the war or is necessary to carry out the purposes specified in section 1 of the act of July 2, 1940 (Public Law 703, 76th Congress, 54 Stat. 712), to insert in cost-plus-a-fixed-fee contracts, and subcontracts heretofore or hereafter executed, the clause set forth in § 803.363, and any property may be disposed of by contractors pursuant to such clause.

§ 823.307 *Transfer to other Federal agencies.* Any property not declared or deemed surplus, may upon the requisition of another Federal agency made pursuant to section 7 (a) of the act of May 21, 1920 (41 Stat. 613) as amended by section 601 of the act of June 30, 1932 (47 Stat. 417) and by the act of June 20, 1942, (Public Law 670, 77th Congress, 56 Stat. 661, 31 U.S.C. 686) be transferred to such agency in accordance with said section: *Provided,* That military property will be transferred only with the approval or pursuant to regulations of the Commanding General, Army Service Forces (Stock Control Division), or, in the case of the Army Air Forces, the Commanding General, Army Air Forces, or his delegate or delegates.

§ 823.308 *Transfer to other War Department components.* Any property may, by direction of the chief of the technical service having control thereof, be transferred to another War Department component which has need of such property and makes request therefor, provided that military property will be transferred only with the approval or pursuant to regulations of the Commanding General, Army Service Forces (Stock Control Division), or, in the case of military property of the Army Air Forces, the Commanding General, Army Air Forces, or his delegate or delegates. Regulations prescribed by the Commanding General, Army Service Forces, governing the transfer of military property of Army Service Forces between War Department components are set forth in ASF AG Letter SPY 300.8 (13 November 1943) OB-P-SPDDP-MB-A, 18 November 1943, Subject: Policy Governing Transfer of Military Property between Technical Services.

§ 823.309 *Transfers to and from Navy.* Upon request from the Navy, any property may be transferred to the Navy with the approval of the chief of the technical service concerned and any property requested by the chief of the technical service concerned may be accepted from the Navy. Such transfers of property to the Navy will be made only with the approval or pursuant to regulations of the Commanding General, Army Service Forces (Stock Control Division), as to military property of Army Service Forces, and the Commanding General, Army Air Forces, or his delegate or delegates, as to military property of the Army Air Forces.

§ 823.310 *Transfers to Civil Aeronautics Administration.* Any property may, by direction of the chief of the technical service having control thereof, be loaned or transferred to the Administrator of Civil Aeronautics upon written request from him stating that the property will be used in carrying out the purposes of the Civilian Pilot Training Act of 1939 as amended (49 U. S. C. 756). Such transfers will be made only with the approval or pursuant to regulations of the Commanding General, Army Service Forces (Stock Control Division), as to military property of Army Service Forces, and the Commanding General, Army Air Forces, or his delegate or delegates, as to military property of the Army Air Forces.

§ 823.310–1 *Transfers to the Veterans' Administration.* Any property may, by direction of the chief of the technical service having control thereof, be transferred to the Veterans' Administration upon written request, stating that the property is needed for authorized hospital care for veterans. (See Title I, Public Law 346, 78th Congress.) Such transfers will be made only with the approval or pursuant to regulations of the Commanding General, Army Service Forces, as to military property of Army Service Forces, and the Commanding General, Army Air Forces, or his delegate or delegates, as to military property of the Army Air Forces.

§ 823.311 *Transfers with reimbursement.* Transfers of property under § 823.307 will be effected with reimbursement pursuant to the statutes therein cited. Transfers of property permitted under §§ 823.308 and 823.309 will be effected with reimbursement of, or transfer or allotment of funds to, the transferor by the transferee:

(a) Where property is transferred to any War Department agency for use in connection with civil functions administered by the War Department, or,

(b) In any case where the property is procured by the transferor for the transferee:

(1) By assignment of sole purchase responsibility;

(2) Under procurement pooling arrangements;

(3) Under any arrangement for procurement by the transferor expressly upon the prior requisition of the transferee.

§ 823.312 *Transfers without reimbursement.* Transfers of property permitted under § § 823.308 and 823.309 under circumstances other than those specified under § 823.311, and transfers of property permitted under § § 823.310 and 823.310–1, will be effected without any reimbursement of, or transfer or allotment of funds to, the transferor by the transferee, for either the cost of the property or of packing, handling, or transportation.

§ 823.313 *Procedure for transfers without reimbursement.* Officers authorized to transfer or direct the transfer of property without reimbursement under § 823.312 will prepare written orders, listing in detail the property to be transferred, copies of which will be furnished to the Accountable Property Officer and the receiving officers. Such orders will contain a request that the authority directing the transfer be advised of any discrepancies between the order and the property shipped or received. A copy of such orders will be used as a valid debit or credit voucher to property accounts. It will not be necessary to list for fiscal or property accounting purposes dollar values of property transferred without reimbursement.

§ 823.314 *Gifts and loans of drawings and other property.* (a) The chiefs of the technical services are authorized, without further approval, to give or lend drawings, manufacturing and other information and samples of supplies and equipment to be manufactured or furnished, to contractors and private firms which are or may likely be manufacturers or furnishers of supplies and equipment for the use of the War Department under approved production plans.

(b) Whenever they determine that such action will facilitate the prosecution of the war, the chiefs of technical services are authorized to give or lend, by appropriate written agreement reciting such determination, to organizations engaged in experimental research, testing, or developing, such items and any other material, supplies or equipments for use in connection therewith: *Provided,* That if in the case of a gift the estimated value of the property in question exceeds $1,000, or, in the case of a loan, $50,000, the approval of the Director, Readjustment Division, Headquarters, Army Service Forces, will first be obtained.

(c) The Commanding General, Army Air Forces, whenever he determines that such action will facilitate the prosecution of the war, may authorize the transfer, loan, bailment or lease, by appropriate written agreement reciting such determination, of aircraft, aircraft engines, or aircraft equipment or matériel, without limitation as to the value thereof, to Army Air Forces contractors for the purpose of experimental research, testing or development, training of contractor's personnel, or urgent transportation requirements of such contractors in connection with the performance of their war contracts.

§ 823.315 *Exchange of property.* The chiefs of technical services are authorized to make any exchanges of property which are authorized by the following statutes: 39 Stat. 635, 10 U.S.C. 1271; 40 Stat. 43, 849, 10 U.S.C. 1272; 38 Stat. 1064, 10 U.S.C. 1273; 38 Stat. 1161, 41 U.S.C. 26; 50 Stat. 64, 5 U.S.C. 118d; 53 Stat. 739, 10 U.S.C. 1271 (a); 44 Stat. 680, 10 U.S.C. 1209, 1210, act of July 2, 1940, Public 703, 76th Congress, as extended by the act of June 5, 1942, Public 580, 77th Congress; section 203 of the act approved June 26, 1943, Public Law No. 90, 78th Congress; section 203 of the act approved June 27, 1944, Public Law 358, 78th Congress. Any other exchanges will be submitted for the approval of the Director, Readjustment Division, Headquarters, Army Service Forces.

§ 823.316 *Donations to schools engaged in preinduction training.* The Secretary of War, exercising the discretion conferred upon him by the act of May 26, 1928 (45 Stat. 753, 20 U.S.C. 94) and the act of February 28, 1936 (49 Stat. 1147, 10 U.S.C. 1258), has authorized and directed the donation of property of the classes specified in paragraph (d) below to educational institutions engaged in preinduction training under the following conditions:

(a) To be eligible for donations, an institution must

(1) Be operated by a state or municipality, or must be certified by a state department of education or similar state authority responsible for the supervision

of education to be an institution not operated for profit and to have a curriculum of a type approved by the certifying authority for similar institution;

(2) Provide training for no less than 15 students in the course in which the donated property is to be used;

(3) Provide a course of instruction which will require the use of the donated property not less than 15 hours per week during the school year;

(4) Use the property to be donated in a pre-induction training program recommended by the Military Training Division, Headquarters, Army Service Forces; and

(5) Provide adequate facilities to maintain the property.

(b) All requests for the donation of property to educational institutions will be forwarded to the commanding general of the service command in which the institution is located, directed to the attention of the Pre-Induction Training Officer. The commanding general of the service command may approve the request if he determines that (1) all efforts to supply the property from salvage have been exhausted, (2) that the request is reasonable and proper in view of the training to be given; and (3) that the institution meets the standards prescribed by the Secretary of War and set forth in paragraph (a) above.

(c) The recommendation of the commanding general of the service command which shall contain the specific findings required by paragraph (b) will be forwarded to the chief of the technical service having control of the property to be donated (attention Redistribution and Salvage Officer) in the case of property of the Army Service Forces, and to the Commanding General, Air Service Command, Patterson Field, Ohio, in the case of property of the Army Air Forces. The chief of the technical service or the Commanding General, Air Service Command, if the request is approved by them, will direct the appropriate installations to ship the property to the educational institution concerned and will include in such directions a citation to this section.

(d) The following property may be donated under the authority of this section: (1) obsolete or excess machinery, mechanical equipment and tools; (2) aircraft, aircraft parts, instruments or engines which are obsolete or impaired to the extent that repair would not be economical.

(e) Aircraft, aircraft engines, instruments or parts will be donated only upon the execution and agreement by the donee that the articles donated will not be used in actual flying. Under no circumstances will any donation be made which will result in current procurement to replace the property donated. No property will be considered available for donation after it has been reported as surplus to a disposal agency.

(f) No property will be shipped until receipt of payment by the donee of all expenses necessary for packing, handling and delivery to the carrier. Property shipped by carrier will be on commercial bill of lading with transportation charges collect. Copies of shipping documents listing the property supported by shipping directions described in paragraph (c) above will constitute valid credit vouchers to the property accounts. No further accounting for the property will be required. Two lists of the property donated will be forwarded to the commanding general of the service command who recommended the donation.

§ 823.316–1 *Donations to schools engaged in aeronautical industrial training.* The Secretary of War, exercising the discretion conferred upon him by the act of May 26, 1928 (45 Stat. 753, Ch. 760, 20 U.S.C. 94), has authorized and directed the donation of property of the classes specified in paragraph (d) below to educational institutions engaged in aeronautical industrial training which includes technical training of civilian employees for the maintenance and repair of aeronautical equipment under the following conditions:

(a) To be eligible for donations, an institution must:

(1) Be operated by a state or municipality, or must be certified by a state department of education or similar state authority responsible for the supervision of education to be an institution not operated for profit and to have a curriculum of a type approved by the certifying authority for similar institutions;

(2) Provide training for no less than 15 students in the course in which the donated property is to be used;

(3) Provide a course of instruction which will require the use of the donated property not less than 15 hours per week;

(4) Use the property to be donated in an aeronautical industrial training program recommended by the Assistant Chief, Air Staff, Personnel, Headquarters, Army Air Forces; and

(5) Provide adequate facilities to maintain the property.

(b) Requests for the donation of property to educational institutions to be used in aeronautical industrial training will be forwarded to the commanding general of the area air service command in which the institution is located, directed to the attention of the Civilian Training Officer. The commanding general of the area air service command may approve the request if he determines that:

(1) All efforts to supply the property from salvage have been exhausted;

(2) The request is reasonable and proper in view of the training to be given; and

(3) The institution meets the standards prescribed by the Secretary of War and set forth in paragraph (a) above.

(c) The recommendation of the commanding general of the area air service command which shall contain the specific findings required by paragraph (b) will be forwarded to the Commanding General, Air Technical Service Command, Wright Field, Ohio. The Commanding General, Air Technical Service Command, if the request is approved by him, will direct the appropriate installations to ship the property to the educational institution concerned and will include in such directions a citation to this section.

(d) The following property may be donated under the authority of this section: aircraft, aircraft parts, instruments or engines which are obsolete or impaired to the extent that repair would not be economical.

(e) The property specified in paragraph (d) will be donated only upon the execution and agreement by the donee that the articles donated will not be used in actual flying. Under no circumstances will any donation be made which will result in current procurement to replace the property donated. No property will be considered available for donation after it has been reported as surplus to a disposal agency.

(f) No property will be shipped until receipt of payment by the donee of all expenses necessary for packing, handling and delivery to the carrier. Property shipped by carrier will be on commercial bill of lading with transportation charges collect. Copies of shipping documents listing the property supported by shipping directions described in paragraph (c) above will constitute valid credit vouchers to the property accounts. No further accounting for the property will be required. Two lists of the property donated will be forwarded to the commanding general of the area air service command who recommended the donation.

(3) Upon approval by the chief of technical service, the contracting officer will arrange with the contractor for the execution of a supplemental agreement in the following form, which agreement will recite that it is executed pursuant to the First War Powers Act and Executive Order No. 9001:

ARTICLE _____. In consideration of the sale and delivery by the United States to the contractor of the articles listed on Exhibit A, the contractor agrees:

(1) to replace said articles by delivery to the United States of identical articles at the place or places designated by the contracting officer on or before _____, or
(Date)

(2) failing the replacement of said articles on said date, to pay to the United States an amount to be determined by the contracting officer, which will include the cost to the government of the articles, and all packing, handling and other costs.

(3) that said articles will be used by the contractor only for the performance of the contract; and

(4) that the amount of $_____ shall be withheld by the United States until said articles are replaced or the value thereof determined by the contracting officer in accordance with this agreement.

(5) that if an advance payment is outstanding under the prime contract, the advance payment lien shall attach to the said articles listed in Exhibit A, and any amounts to be withheld as provided in (4) above, shall be withheld only from amounts remaining due after the deduction of liquidation payments required by the advance payment article.

(4) The contracting officer will specify an amount, not exceeding 5% of the total amount of the principal contract, to be withheld which in his opinion is adequate to cover the cost to the government of the articles to be delivered to the contractor.

(5) Upon the execution of such supplemental agreement, the contracting officer will (i) promptly transmit a copy thereof to the finance officer, with a request that the specified amount be withheld until receipt of notice of replacement or instructions to make a final deduction, and (ii) notify the Depot Sup-

ply Officer that he is authorized to deliver the articles.

§ 823.317 *Sales to contractors for return in kind.* (a) The chiefs of technical services are authorized to sell property from War Department stocks to prime contractors for the purpose of maintaining or expediting production, under agreements by such contractors to replace the items delivered with identical articles procured by the contractors or to make payment therefor, in the form prescribed in this section. Property from War Department stocks will be made available to prime contractors under the authority of this section only when the property is needed by the contractor to maintain or expedite the production rate under the prime contract, and when the contractor has outstanding subcontracts for the acquisition of identical articles which can be used to replace the War Department stock. The property sold to a contractor under the authority of this section will not exceed in estimated value an amount equal to 5% of the total amount of the principal contract.

(b) The following procedure will be followed in making property available to contractors under the authority of this section:

(1) Requests for the delivery of property under this section will be addressed to the chief of the technical service or his delegate, and signed by the contracting officer for the contract involved. The request will state the specific quantity or number of articles desired, and will give technical service number and nomenclature, and will specify the time within which the articles will be replaced. The request will also state fully the reasons and circumstances under which the request is made.

(2) The chief of technical service will notify the contracting officer of the approval or disapproval of the request, and will advise him of the depot from which the property will be delivered, if the request is approved. The chief of the technical service will direct the depot from which the property is to be delivered to make delivery to the contractor, upon receipt of notice from the contracting officer as provided in subparagraph (4) below. The instructions to the depot will require that a special property record be maintained for each such transaction, and that the depot arrange for adequate inspection of the property at the time of its delivery at the contractor's plant, and for inspection of the replacement items upon their delivery to the War Department by the contractor.

(6) Three copies of the shipping document covering the property delivered to the contractor will be forwarded by the depot to the contracting officer. Two copies will be signed by the contractor acknowledging receipt of the property. One copy will be retained by the contracting officer and the other forwarded to the Depot Supply Officer. The third copy will be retained by the contractor.

(7) The following notation will be typed on the shipping document and signed by the contractor:

Receipt from the United States Government of the property listed hereon for use on Contract No. ---------- is hereby acknowledged. It is agreed that replacement of this property will be made in kind on or before ---------- (date) or payment made therefor in accordance with said contract.

---------- ----------
(Date) (Signature of the contractor)

(8) The Depot Supply Officer will notify the contracting officer when the replacement has been made and accepted, and the contracting officer will transmit such notice to the finance officer.

(9) If the property is not replaced in kind by the contractor on or before the date specified in the supplemental agreement, the Depot Supply Officer will report such fact to the contracting officer who will take action to obtain the replacement of the property or will notify the finance officer of the amount payable to the government under the agreement, advising the Depot Supply Officer of the completed action. In the event of payment by the contractor in lieu of replacement, the written advice of the contracting officer to the Depot Supply Officer that settlement has been effected will constitute a valid credit voucher to the Depot Supply Officer's property account.

§ 823.318 *Miscellaneous sales under specific statutes and Army Regulations.* The chiefs of the technical services are authorized to sell or otherwise dispose of any property which is not determined to be surplus pursuant to this subchapter, in accordance with the provisions of AR 45–75, AR 45–80, AR 30–2280, AR 30–2290, AR 105–100, AR 500–60, and AR 850–100. Property determined to be surplus will be disposed of only in accordance with this subchapter.

PART 824—DISPOSITION OF NON-REPAIRABLE PROPERTY

Sec.

824.400 Scope of part.
824.401 Non-military property other than current production scrap.
824.401–1 Review and approval of scrapping.
824.401–2 Review at chief of service level.
824.402 Current production scrap.
824.403 Sale of non-repairable property by or to contractors.
824.404 Military property, and non-military property not certified under § 824.401.
824.405 Designation of salvage officer.
824.406 Disposition by salvage officers.
824.407 Sale of certain improvements.

§ 824.400 *Scope of part.* This part provides the authority and procedures for disposing of non-repairable property.

§ 824.401 *Non-military property other than current production scrap.* (a) Government-owned non-military property other than current production scrap may be classified as non-repairable by the submission of a list of the property involved to an authorized officer and the execution thereon by such officer of the following certificate:

It is my opinion that the property listed hereon is (include (1) or (2), whichever is appropriate)

(1) used or damaged beyond economic repair

(2) obsolete or so specialized in design or otherwise of such a nature that it has no reasonable use except as scrap and is therefore properly classified as non-repairable non-military property in accordance with the provisions of Procurement Regulation No. 7, and that its condition is not due to fault or neglect.

Where the property is new but nevertheless properly classified as non-repairable, as will be the case with many obsolete items and items of work in process, the phrase following the last comma may be omitted.

The certifying officer will inspect the property or require the submission of such statement of fact and report of inspection as he deems necessary as a basis for the execution of the certificate.

(b) A copy of such list with the certificate will be furnished to the accountable property officer, and will operate as a credit voucher discharging accountability.

(c) Property so certified, except property in the possession of a contractor which is to be disposed of under § 824.403, will be turned over to a salvage officer with a copy of the list and certificate.

(d) Non-repairable property in the possession of a cost-plus-a-fixed-fee contractor may be either (1) sold to or by the contractor in accordance with the provisions of § 824.403 below, or (2) turned over to a salvage officer for disposal. In either case the certificate prescribed in paragraph (a) above will not be required. In such cases, the credit voucher to the property account will consist of a copy of the list of property turned over to a salvage officer or approved by the contracting officer for sale by the contractor, supported by the contracting officer's written advice to the accountable property officer as prescribed in paragraph 1004 (a) of the War Department Industrial Property Accounting Manual, or, if there is no question as to the responsibility of the contractor for the condition of the property, supported by written order of the contracting officer directing transfer to the salvage officer or approving the sale by the contractor.

(e) Non-repairable Government-owned property in the possession of fixed price contractors may be disposed of in the same manner as non-repairable property in the possession of cost-plus-a-fixed-fee contractors under paragraph (d), in all cases where application of the War Department Industrial Property Accounting Manual to property in the possession of fixed-price contractors has been authorized.

§ 824.401–1 *Review and approval of scrapping.* Government-owned non-military property (other than that worn out through fair wear and tear) will not be classified as non-repairable property under § 824.401 without the prior review and approval of a local disposal board if the cost (estimated if not known) of the property so classified exceeds $50,000. Property will not be subdivided for the purpose of avoiding this limitation.

§ 824.401–2 *Review at chief of service level.* Disposal boards established pursuant to § 821.106 may review classification of Government-owned non-repairable property under § 824.401, where the cost of such property (estimated if not known) exceeds $500,000.

§ 824.402 *Current production scrap.* Current production scrap, which is industrial scrap resulting from the fabricating or processing of raw materials (such as chips, cuttings, borings, and short ends of ferrous and non-ferrous metals, clippings and cuttings from wool and cotton fabric, residues from chemicals and plastics, rubber and treated fabric offal, glass, paper and lumber offal, damaged and unsuitable packing materials and containers), other than that disposed of by a cost-plus-a-fixed-fee contractor under contract provisions, will be turned over to a salvage officer, without the certification required under § 824.401.

§ 824.403 *Sale of non-repairable property by or to contractors.* Any non-military property in the possession of a cost-plus-a-fixed-fee contractor, which has been classified as non-repairable pursuant to § 824.401, may be sold by the contracting officer to the contractor, or retained or sold by the contractor with the approval of the contracting officer.

§ 824.404 *Military property, and non-military property not certified under § 824.401.* Military property, and non-military property which cannot be certified under § 824.401, may be classified as non-repairable and turned over to a salvage officer in accordance with the provisions of AR 35-6640, and War Department Circular No. 7, 1944.

§ 824.405 *Designation of salvage officer.* Chiefs of technical services may designate the salvage officer to receive and dispose of non-repairable non-military property.

§ 824.406 *Disposition by salvage officers.* All property turned over to a salvage officer in accordance with this part will be disposed of in accordance with §§ 824.4 to 824.9,[1] TM 38-505, and any other applicable regulations.

§ 824.407 *Sale of certain improvements.* The chiefs of the technical services are authorized to make contracts by negotiation for the sale of and to sell to the contractor having possession thereof, additions and improvements, as described in this section, subject to the following conditions:

(a) Items sold pursuant to the authority contained in this section will be limited to conduits, wiring, fencing, foundations, and other structural improvements and changes which the Government is privileged or obligated to remove (presently or at some future date) from a contractor's premises, or to make reimbursement for such removal, and which would be salable only as scrap or salvage after removal. Machine tools and other production equipment are expressly excluded, and may not be sold under the authority contained in this section.

(b) Sales will be made at the best price obtainable, with due regard to the value of the items to the contractor, the probable cost of removing the items, and the estimated proceeds of sale to any other buyer after deducting the estimated cost of removal.

(c) Where the total cost, estimated if not known, of the items involved in any proposed sale exceeds $1,000, sale will not be made without the prior approval of a disposal board.

[1] §§ 824.4 to 824.9 appear at 9 F.R. 5034 as §§ 83.4 to 83.9.

PART 825—DISPOSITION OF SERVICEABLE MILITARY PROPERTY

Sec.

825.500 Scope of part.
825.501 Declaration of surplus.
825.502 Mutilation and disposition of certain military property that is unsuitable for civilian use.
825.503 Disposition of surplus.

§ 825.500 *Scope of part.* This part provides authority and procedures in addition to those in Parts 823 and 824 for the disposition of military property. In this connection, attention is called to the policy of the War Department requiring prompt disposition of excess property as stated in § 821.103.

§ 825.501 *Declaration of surplus.* The chiefs of the technical services are authorized to declare serviceable military property surplus with the approval of, or subject to regulations prescribed by, the Commanding General, Army Service Forces (Requirements Division), or the Commanding General, Army Air Forces, or his delegate or delegates, as to property of the Army Air Forces, and to dispose of such property in the manner provided in this part notwithstanding the provisions of section 14a, Chapter 440, of Title 1 of the act of June 28, 1940 (54 Stat. 681, 10 U.S.C. 1262a). The regulations prescribed by the Commanding General, Army Service Forces, governing the declaration of military property as surplus are set forth in (a) Section I, ASF Circular No. 67, 1944 as amended by Section VII, ASF Circular No. 132, 1944 and (b) Section II, ASF Circular No. 101, 1944 as amended by Section IX, ASF Circular No. 282, 1944.

§ 825.502 *Mutilation and disposition of certain military property that is unsuitable for civilian use.* Because of their peculiarly military characteristics, certain items such as lethal weapons, ammunition, certain aeronautical equipment, classified articles (see AR 380-5), and distinctive articles of the uniform, cannot be released for civilian use when they are declared surplus, but must be mutilated and scrapped, disarmed, stripped of their military characteristics, altered and declassified, or otherwise made suitable for non-military use before they are disposed of. When such items are declared surplus, the authority declaring them surplus will give specific directions for the mutilation, alteration, disarming, stripping, cannibalization or other action to be accomplished before disposal; and will give further specific directions as follows:

(a) If, in his judgment, the items, or the residue thereof, will have no reasonable use except as scrap after such mutilation, etc., he will direct that the items, or the residue thereof, be turned over to the local salvage officer for disposal as scrap in accordance with applicable salvage regulations. (See AR 35-6520, Par. 5b. (5), for accounting procedure.)

(b) If, in his judgment, the items or any part thereof will have value for civilian use after such mutilation, etc., he will direct that they be disposed of as surplus after the accomplishment of such mutilation, etc.

§ 825.503 *Disposition of surplus.* Military property declared surplus and not directed to be disposed of as scrap will be disposed of in accordance with Part 827. (See AR 35-6520, Par. 5b. (4) for accounting procedure.)

PART 826—DISPOSITION OF SERVICEABLE NON-MILITARY PROPERTY OTHER THAN TERMINATION INVENTORY

Sec.

826.600 Scope of part.
826.601 Redistribution.
826.602 Circularization.
826.603 Deviation from procedures.

SUBPART A—PRODUCTION EQUIPMENT AND UTILITY EQUIPMENT

826.610 Application.
826.610-1 Production equipment.
826.610-2 Utility equipment.
826.610-3 Certain property excepted.
826.611 Local redistribution.
826.612 Redistribution assistance by chief of service.
826.613 Determination of surplus.
826.614 Production equipment in use on other than war production.
826.615 Interim procedure.
826.616 Storage of surplus part 1 property.

SUBPART B—CONSTRUCTION EQUIPMENT

826.620 Application.
826.621 Local redistribution.
826.622 Redistribution assistance by chief of service and Chief of Engineers.
826.623 Determination of surplus.
826.624 Storage of surplus part 2 property.

SUBPART C—PROPERTY OTHER THAN PRODUCTION AND UTILITY EQUIPMENT, CONSTRUCTION EQUIPMENT AND CONTROLLED MATERIALS

826.630 Application.
826.630-1 Certain property excepted.
826.631 Local redistribution.
826.631-1 Nominal quantities.
826.632 Circularization.
826.632-1 Preparation of circularization lists.
826.632-2 Transmittal of lists.
826.632-3 Items not to be circularized.
826.633 Determination of surplus.
826.634 Action to be taken on stockpile materials.
826.634-1 Report of stockpile materials.
826.634-2 Action by chief of service.

SUBPART D—CONTROLLED MATERIALS

826.640 Application.
826.640-1 Certain property excepted.
826.641 Local redistribution.
826.641-1 Nominal quantities.
826.642 Redistribution assistance by chief of service.
826.643 Determination of surplus.
826.644 Action to be taken on stockpile materials.

§ 826.600 *Scope of part.* This part provides authority and procedures for disposing of nonmilitary property in addition to those set forth in Parts 823 and 824. In this connection attention is

called to the policy of the War Department set forth in § 821.103 requiring constant and active review of non-military property on hand and in the process of manufacture and prompt disposition of excess property.

§ 826.601 *Redistribution.* Non-military property is composed largely of production and construction equipment and materials used in the manufacture of items of issue, and in construction. When such property becomes idle or excess, it can most effectively be returned to productive use through vigorous effort of the local establishment having jurisdiction of the property, with assistance of the chief of the technical service concerned when local effort has not resulted in redistribution within a reasonable period. Property that cannot be redistributed by such means within a reasonable period (which should not exceed 60 days) after it becomes idle or excess should be reported to a disposal agency, in order that it may be offered for disposal in the broadest industrial market. Accordingly, when it has been determined that items of non-military property are not required for immediate or definitely foreseeable need at the point of use, action will be immediately taken to redistribute such items within the technical service concerned or to return the property to a direct war use in accordance with Part 823. When such items cannot be redistributed immediately to fill known requirements the procedures established in this part will be promptly instituted and vigorously pursued.

§ 826.602 *Circularization.* Although circularization of non-military property, other than part 3 property, is not required, it may be used in those cases where it is considered to be an effective aid to redistribution. When so used, circularization should be accomplished on a selective basis; only important and substantial items of property should be included and only those offices likely to have requirements for the particular property should be circularized. In no event should circularization be permitted to limit local redistribution efforts or delay the disposal as surplus of property that cannot promptly be redistributed.

§ 826.603 *Deviation from procedures.* The Director, Readjustment Division, is authorized to permit deviation from the procedures established in this part.

SUBPART A—PRODUCTION EQUIPMENT AND UTILITY EQUIPMENT

§ 826.610 *Application.* The procedures established in this Subpart A are applicable to production equipment and utility equipment. Such property will be referred to as "part 1 property".

§ 826.610–1 *Production equipment.* Production equipment includes the following:

Machine tools.
Cleaning and spraying equipment.
Compressors and vacuum pumps.
Industrial pumps.
Industrial conveying machinery.
Engines and turbines, general purpose.
Heat exchangers.
Optical machinery.
Industrial cranes and hoists.
Thermal driers and dehydrators.
Fans, blowers and exhausters, industrial types.
Pressure and vacuum filters.
Pressure vessels (other than boilers).
Electric motors, integral horsepower, and electric motor controls.
Power conversion equipment.
Foundry equipment.
Heat treating equipment.
Welding and cutting equipment, industrial types.
Crushing, pulverizing, screening and mixing equipment and machinery, industrial types.
Special industry machinery (specialized machinery for food products, pulp and paper, printing trades, rubber working, petroleum, ceramics, glass, shoemaking, textile, tanning, pharmaceutical, chemical and other special industries).

§ 826.610–2 *Utility equipment.* Utility equipment includes major items of equipment used in the generating, processing, transmission or distribution of electricity, gas and water, and in the disposal of sewage.

§ 826.610–3 *Certain property excepted.* The procedures established under this Subpart A will not apply to:

(a) Part 1 property comprised in complete industrial installations that have been placed in standby or reported as excess under Circular No. 8, W.D., 1944, as amended by Circular No. 306, W.D., 1944.

(b) Items of part 1 property which the chief of the technical service concerned desires to hold in standby for definitely foreseeable production needs; provided that items (other than those suitable solely for production of purely military items) will be so held only with the approval of the Director, Readjustment Division, Headquarters, Army Service Forces.

§ 826.611 *Local redistribution.* When part 1 property becomes idle, the local establishment having jurisdiction thereof will promptly initiate action to redistribute the property for the following purposes:

(a) Military supply requirements or current production needs, or other purposes in accordance with Part 823.

(b) Authorized modernization of the permanent military establishment.

(c) Authorized war reserve. Prior to the cessation of hostilities, only such idle production equipment as is suitable solely for production of purely military items will be retained in war reserve. Conversely, prior to cessation of hostilities special production equipment which is suitable solely for production of purely military items and not readily adaptable for production of civilian items will be retained in war reserve and will not be reported to disposal agencies. In the case of readily adaptable items of equipment, the special attachments and components which are used only for the production of purely military items will be removed and retained in war reserve.

§ 826.612 *Redistribution assistance by chief of service.* When local efforts have not resulted in redistribution of an item of part 1 property within 30 days after it becomes idle, the local establishment having jurisdiction of the item will immediately refer it to the chief of technical service concerned for redistribution assistance. The chief of the technical service, if he so desires, may direct that such reference be made prior to the expiration of 30 days after the property becomes idle. Redistribution efforts of the local establishment will be continued after such reference, and the reference will not be permitted to delay or limit local redistribution efforts.

§ 826.613 *Determination of surplus.* Items of part 1 property that have not been redistributed within 60 days after they become idle will be deemed surplus, without further action, and will be immediately disposed of by the local establishment in accordance with Part 827. If, at any time prior to the expiration of such 60 day period, the chief of the technical service concerned considers that further redistribution efforts are not warranted, he may direct the local establishment to proceed immediately to dispose of the property as surplus in accordance with Part 827, without awaiting the expiration of the 60 day period. Except in the case of nominal quantities to be disposed of under § 827.701, the local establishment will prepare the necessary papers for reporting to the Disposal Agency sufficiently in advance to permit immediate reporting not later than the 60th day after the property becomes idle.

§ 826.614 *Production equipment in use on other than war production.* Production equipment in the possession of contractors under leases or similar arrangements with the War Department that is being used exclusively on work other than war production will be regarded as being idle for the purpose of this part 1, and the procedures prescribed hereunder will be immediately instituted with respect to such equipment.

§ 826.615 *Interim procedure.* It is essential that vigorous action be taken to redistribute or dispose of as surplus all part 1 property that is now idle or in storage. As to property that becomes idle after 1 September 1944, the effective date of this section, the policy of the War Department to accomplish redistribution or disposal as surplus within a maximum period of 60 days can be attained through the procedures established above. As to property now idle or in storage, the following measures will be taken:

(a) Part 1 property in storage at the effective date of this section which has not been circularized under procedures heretofore in effect or reported to the chief of the technical service concerned as idle or excess, will be immediately referred by the local establishment having jurisdiction thereof to the chief of the technical service concerned in accordance with § 826.612 and if not redistributed within 30 days after such reference will be immediately disposed of in accordance with Part 827.

(b) Part 1 property which has been reported to the chief of the technical service concerned as idle or excess under procedures heretofore in effect, but has not been circularized, will be immediately disposed of in accordance with Part

827 upon the expiration of 30 days after the effective date of this section, if not redistributed during that period.

(c) Part 1 property as to which circularization has been initiated under procedures heretofore in effect will be immediately disposed of in accordance with Part 827 upon the expiration of 30 days after the effective date of this section (or upon the expiration of the circularization period under procedures heretofore in effect, if such circularization period expires earlier than 30 days after the effective date of this section), if not redistributed during that period.

§ 826.616 *Storage of surplus part 1 property.* (a) After it has been reported to a disposal agency as surplus, production equipment may be turned over to Ordnance Department, and utility equipment may be turned over to the Corps of Engineers, for storage pending disposal. The technical service turning over such property for storage will notify the disposal agency of the change of location of the property, and will submit a copy of such notification, together with a copy of the report of surplus, to the storing establishment.

(b) When a technical service desires to turn over utility equipment to the Corps of Engineers for storage, the local establishment having jurisdiction of the equipment will notify the division engineer of the Corps of Engineers nearest to the location of the equipment, who will issue shipping instructions. The technical service requesting storage will prepare and ship the equipment in accordance with such shipping instructions. All costs of packing, handling, and transportation will be borne by the technical service requesting storage. Accountability will be transferred to the Corps of Engineers without transfer of funds. Transfer will be coordinated with the interested accountable property officer for compliance with applicable regulations in regard to the transfer of accountability for property.

(c) The procedure for turning over production equipment to Ordnance Department for storage is set forth in Section VIII, ASF Circular No. 4, 1944.

SUBPART B—CONSTRUCTION EQUIPMENT

§ 826.620 *Application.* The procedures established in this Subpart B are applicable to construction equipment, which includes all construction equipment of a standard type not so restricted in design as to render it unsuitable for non-military use of a recurring nature. Such construction equipment includes, but is not limited to, drilling and boring equipment, earth and rock, including core drills, rock drills, churn drills, earth borers and horizontal augers; power cranes and shovels, drag lines, buckets, stiff-leg derricks, and dredges; scrapers, maintainers, and graders; tractors, track-laying and wheel types; tractor-mounted construction equipment including angledozers, bulldozers, and power control units; winches and hoists, contractors' elevating, road brooms, concrete buggies and carts, bins, centerline marking equipment, road discs, ditchers, aggregate dryers, joint and crack filling machinery, road forms, form tamping machines, mud jacks, portable snow loaders, tamping rollers, scarifiers, concrete towers, contractors' crawler wagons, and similar equipment; construction material mixers, spreaders, pavers, surfacers, finishers, tampers, vibrators, and related construction machinery; construction material processing equipment, including asphalt plants and portable crushers. Such property will be referred to as "part 2 property".

§ 826.621 *Local redistribution.* When part 2 property is determined to be excess, the local establishment having jurisdiction thereof will promptly initiate action to redistribute the property for military supply requirements or current construction needs, or other purposes in accordance with Part 823.

§ 826.622 *Redistribution assistance by chief of service and Chief of Engineers.* When local efforts have not resulted in redistribution of an item of part 2 property within 30 days after it is determined to be excess, the local establishment will immediately refer it to the chief of the technical service concerned and to the Chief of Engineers (attention: Redistribution and Salvage Officer) for redistribution assistance. The chief of the technical service of origin, if he so desires, may direct that such reference be made prior to the expiration of 30 days after the property is determined to be excess. Redistribution efforts of the local establishment will be continued after such reference, and the reference will not be permitted to delay or limit local redistribution efforts. The Chief of Engineers is specifically charged with acquiring items of part 2 property that are not redistributed within the technical service of origin which are suitable for troop use or tactical operations.

§ 826.623 *Determination of surplus.* Items of part 2 property that have not been redistributed within 60 days after they have been determined to be excess will be deemed surplus, without further action, and will be immediately disposed of by the local establishment in accordance with Part 827. If, at any time prior to the expiration of such 60-day period, the chief of the technical service of origin, with the concurrence of the Chief of Engineers, considers that further redistribution efforts are not warranted, he may direct the local establishment to dispose of the property in accordance with Part 827, without awaiting the expiration of the 60-day period.

§ 826.624 *Storage of surplus part 2 property.* After it has been reported to a disposal agency as surplus, part 2 property may be turned over to the Corps of Engineers for storage pending disposal. When a technical service desires to turn over part 2 property to the Corps of Engineers, the local establishment having jurisdiction of the equipment will notify the division engineer of the Corps of Engineers nearest to the location of the equipment, who will issue shipping instructions. The technical service requesting storage will prepare and ship the property in accordance with such shipping instructions. All costs of packing, handling and storage will be borne by the technical service requesting storage. Accountability will be transferred to the Corps of Engineers without transfer of funds. Transfer will be coordinatd with the interested accountable property officer for compliance with applicable regulations in regard to the transfer of accountability for property. The technical service requesting storage will notify the disposal agency of the change of location of the property, and will submit a copy of such notification, together with a copy of the report of surplus, to the storing establishment.

SUBPART C—PROPERTY OTHER THAN PRODUCTION AND UTILITY EQUIPMENT, CONSTRUCTION EQUIPMENT AND CONTROLLED MATERIALS

§ 826.630 *Application.* The procedures established in this Subpart C are applicable to property other than production and utility equipment (part 1 property), construction equipment (part 2 property), and Controlled Materials (part 4 property). Such property will be referred to as "part 3 property".

§ 826.630–1 *Certain property excepted.* This subpart does not apply to property peculiar to aircraft production to the extent that any of the provisions hereof may be inconsistent with the procedures established for the redistribution of such property by or under the direction of the Aircraft Resources Control Offices of the Aircraft Production Board or the Surplus War Property Administration.

§ 826.631 *Local redistribution.* When part 3 property is determined to be excess, the local establishment having jurisdiction thereof will promptly initiate action to redistribute the property for military supply requirements or current production or construction needs, or other purposes in accordance with Part 823.

§ 826.631–1 *Nominal quantities.* Unless requirements therefor are known to exist, or can be quickly ascertained, single items or groups of items, where the cost, estimated if not known, of all substantially similar items in excess at any one time and at any one place does not exceed $100, will be deemed surplus, without further action, and disposed of in accordance with § 827.701.

§ 826.632 *Circularization.* When local efforts have not resulted in redistribution of part 3 property within 30 days after it is determined to be excess, circularization will be immediately initiated. The chief of the technical service concerned, if he so desires, may direct that circularization be initiated prior to the expiration of 30 days after the property is determined to be excess.

§ 826.632–1 *Preparation of circularization lists.* (a) Circularization lists will be on 8 x 10½ paper and will contain the following information:

(1) Name of issuing office together with the station identification number and appropriate letter symbol of the technical service concerned.

(2) Serial number of list. Each issuing office will serially number each list

circularized beginning with the number 1.

(3) Date of circularization, which will be the date of transmittal required under § 826.632–2.

(4) Serial number of items or lots. Each item or lot will be serially numbered.

(5) Description of items or lots. Description will comprise such information as would be required by the controlling technical service if it were procuring the property, including, when pertinent, name of manufacturer, manufacturer's catalog number if available, identification numbers, location, age, condition, quantity and cost per unit, estimated, if not known.

(6) Specific instructions by which an interested agency may be guided in negotiating sale or transfer of property reported. Names, mail and telephone addresses of officers authorized to carry on negotiations, will be included in each list circularized.

(7) For the purpose of convenient abbreviation in communications regarding property circularized, items may be identified by code, which will include in sequence, the station identification number and the letter symbol of the issuing office, serial number of list, serial number of item. For example a particular lot of valves listed as the second item of the third list circularized by an office of Ordnance Department, having station identification number "12345" would be identified as "12345–Ord–3–2".

§ 826.632–2 *Transmittal of lists.* Circularization lists of part 3 property will be transmitted to the offices listed in § 829.902. As soon as practicable, the chiefs of technical services will ascertain informally from each other and from the Navy Department the type and kinds of property likely to be included in part 3 property circularization lists in which each has an interest and thereafter circularization will be limited to those services which have indicated an interest in the type of property being circularized.

§ 826.632–3 *Items not to be circularized.* (a) Nominal quantities, as specified in § 826.631–1, will not be included in circularization lists of part 3 property.

(b) Items that are peculiar to the technical service of origin will not be circularized. Determination as to what items are peculiar to the technical service and its contractors will be made by the chief of the technical service concerned. In those cases where the peculiarity of the item is not obvious, determination should be based upon informal inquiry as outlined in § 826.632–2. The chief of the technical service will advise the offices responsible for circularization of part 3 property as to the items or classes of items that are to be withheld from circularization under this paragraph. Such items will be deemed surplus, without further action, when determined to be excess to the technical service concerned, and will be disposed of in accordance with Part 827.

§ 826.633 *Determination of surplus.* Items of part 3 property, other than items of materials listed in § 829.909 (herein referred to as "stockpile materials") in excess of the minimum quantities therein indicated at any one location, that have not been redistributed within 30 days after the transmittal of circularization lists under § 826.632–2, will be deemed surplus, without further action, and will be immediately disposed of by the local establishment having jurisdiction thereof in accordance with Part 827.

§ 826.634 *Action to be taken on stockpile materials.* The action to be taken on stockpile materials is discussed in the following sections.

§ 826.634–1 *Report of stockpile materials.* Stockpile materials in excess of the minimum quantities indicated in § 829.909 at any one location, that have not been redistributed within 30 days after the transmittal of circularization lists under § 826.632–2, will be immediately reported to the chief of the technical service having jurisdiction thereof and will be held for disposition instructions. Such request for instructions will be made in triplicate by the local establishment having jurisdiction over the property on W. D., A. G. O. Form 257. A sample of this form, together with instructions for its preparation, is set forth in § 829.909–1. Copies of the form may be requisitioned from Adjutant General depots.

§ 826.634–2 *Action by chief of service.* Upon receipt of W. D., A. G. O. Form 257 covering any lot of stockpile materials, the chief of technical service concerned will take the following action:

(a) Execute First Indorsement thereto and forward two copies to the Director, Production Division, Headquarters, Army Service Forces, who has been designated by the Under Secretary of War as the administrator of War Department stockpile materials, for disposition instructions.

(b) If the Director, Production Division, issues instructions to hold the material for stockpile, the chief of technical service concerned will:

(1) Arrange for permanent storage of the material;

(2) Issue appropriate instructions to the field installation concerned to accomplish permanent storage;

(3) Advise the Director, Production Division, of the location and manner of storage;

(4) Dispose of the material only upon specific authorization of the Director, Production Division.

(c) If the Director, Production Division, issues instructions not to hold the material for stockpile, it will be deemed surplus, without further action, and the chief of technical service concerned will issue instructions to the local establishment of origin to dispose of the material in accordance with Part 827.

SUBPART D—CONTROLLED MATERIALS

§ 826.640 *Application.* The procedures established in this subpart are applicable to Controlled Materials; that is, steel, copper, copper-base alloy and aluminum, in mill-product forms, as listed in War Production Board CMP Regulation No. 1. Such property will be referred to as "part 4 property".

§ 826.640–1 *Certain property excepted.* This subpart does not apply to property peculiar to aircraft production to the extent that any of the provisions hereof may be inconsistent with the procedures established for the redistribution of such property by or under the direction of the Aircraft Resources Control Office of the Aircraft Production Board or the Surplus War Property Administration.

§ 826.641 *Local redistribution.* When part 4 property is determined to be excess, the local establishment having jurisdiction thereof will promptly initiate action to redistribute the property for military supply requirements or current production or construction needs, or other purposes in accordance with Part 823.

§ 826.641–1 *Nominal quantities.* Unless requirements therefor are known to exist, or can be quickly ascertained, single items or groups of items, where the cost, estimated if not known, of all substantially similar items (e. g., all tool steel, all structural shapes, all carbon steel bars, all copper strip, all aluminum tubing) in excess at any one time and at any one place does not exceed $100, will be deemed surplus, without further action, and disposed of in accordance with § 827.701.

§ 826.642 *Redistribution assistance by chief of service.* When local efforts have not resulted in redistribution of part 4 property within 30 days after it is determined to be excess, the local establishment will immediately refer the property to the chief of the technical service concerned for redistribution assistance. The chief of the technical service concerned, if he so desires, may direct that such reference be made prior to the expiration of 30 days after the property is determined to be excess. For the purpose of such reference, the property will be listed in substantially the form set forth in § 829.901–1 for steel, § 829.901–2 for copper and copper-base alloy, and § 829.901–3 for aluminum. Nominal quantities, as specified in § 826.641–1, will not be referred to the chief of service. Redistribution efforts of the local establishment will be continued after such reference, and the reference will not be permitted to delay or limit local redistribution efforts.

§ 826.643 *Determination of surplus.* Items of part 4 property, other than stockpile materials in excess of the minimum quantities indicated in § 729.909 at any one location, that have not been redistributed within 30 days after reference to the chief of the service under § 826.642, will be deemed surplus, without further action, and will be immediately disposed of by the local establishment having jurisdiction thereof in accordance with Part 827.

§ 826.644 *Action to be taken on stockpile materials.* Stockpile materials in excess of the minimum quantity indicated in § 829.909 at any one location that have not been redistributed within 30

days after reference to the chief of service under § 826.642, will be immediately reported to the chief of the technical service having jurisdiction thereof and held for disposition instructions. Such request for instructions will be made in triplicate by the local establishment having jurisdiction over the property on W. D., A. G. O. Form 257. Upon receipt of such request, further action will be taken in accordance with the provisions of § 826.634–2.

PART 827—DISPOSAL OF SURPLUS PROPERTY

Sec.

827.700 General.
827.701 Disposition of nominal quantities.
827.702 Reporting to disposal agency.
827.702–1 Ships, small watercraft and related property.
827.702–2 Aircraft and related property.
827.702–3 Food and related property.
827.702–4 Military property other than aircraft, food and ships.
827.702–5 Non-military property other than termination inventories.
827.702–6 Termination inventory.
827.703 Report forms.
827.704 Transmittal of reports.
827.705 Action after reporting.
827.706 Withdrawal for further use.
827.707 Disposal by disposal agency.
827.708 Shipment after disposal.
827.709 Fiscal procedures.
827.710 Clearance for sale by War Department.
827.710–1 Sale after clearance.

§ 827.700 *General.* Under its Regulation No. 1, effective 15 May 1944, the Surplus War Property Administration has assigned responsibility for disposal of surplus property among disposal agencies as indicated in § 829.904 and has established procedures for reporting surplus property to these disposal agencies. When property has been determined to be surplus under the procedures established under Parts 825 and 826 of this subchapter, action will be promptly taken to dispose of nominal quantities of property in accordance with § 827.701 and to report the remaining surplus property to the appropriate disposal agencies in accordance with § 827.702.

§ 827.701 *Disposal of nominal quantities.* Single items or groups of items of surplus property, where the cost, estimated if not known, of all substantially similar items in surplus at any one time and at any one place does not exceed $100, will be turned over to the local salvage officer (or to the contracting officer, where there is no local salvage officer) for sale. Sales of such property by the local salvage officer will be made in accordance with regulations applicable to the sale of salvage, except that all documents relating to such sales will be clearly marked to indicate sale of surplus property. Sales of such property by the local salvage officer will be made in accordance with regulations prescribed by the chief of the technical service concerned.

§ 827.702 *Reporting to disposal agency.* Surplus property other than that required to be disposed of under § 827.701 will be promptly reported to disposal agencies as set forth in the following sections.

§ 827.702–1 *Ships, small watercraft and related property.* Surplus ships of commercial design or susceptible to commercial use will be reported to the United States Maritime Commission, Attention: Captain R. J. Moran, Director, Division of Small Vessel Procurement, Washington 25, D. C. Before reporting, detailed instructions as to descriptive matter and other information to be supplied will be obtained from that office. Small watercraft and other property assigned to the Maritime Commission as set forth in § 829.904 will be reported to the United States Maritime Commission, Attention: Mr. E. W. Gorman, Assistant to the Director of the Procurement Division, Washington 25, D. C.

§ 827.702–2 *Aircraft and related property.* (a) Surplus aircraft and gliders which have been reported to Headquarters, Army Air Forces, in accordance with Army Air Force Regulation No. 65–86, dated 14 June 1944, or any amendments thereto, will be reported by Headquarters, Army Air Forces to Reconstruction Finance Corporation, Attention: Surplus Property Director, Washington 25, D. C.

(b) Surplus Aircraft Equipment, Components and Parts in supply (as distinguished from items of Government Furnished Equipment in Government Furnished Equipment warehouses and items included in termination inventories) included in the following classes listed in Army Air Forces T. O. No. 00–35A–1, and supplements thereto, will be reported to Reconstruction Finance Corporation, Federal Reserve Bank Building, Cleveland 1, Ohio, Attention: Aircraft Components and Parts Section.

01–B.
01–C.
01–D.
01–E.
01–F.
01–G.
01–H.
01–I.
01–J.
01–K.
01–L.
01–M.
01–N.
01–P.
01–Q.
01–R.
01–S.
01–T.
01–U.
02–A.
02–B.
02–C.
02–D.
02–E.
02–F.
02–G.
02–H.
02–I.
02–J.
02–K.
02–L.
02–M.
02–N.
02–P.
03–A.
03–B.
03–C. Only gear boxes, flasher mechanisms, inverters - aircraft. Units - retracting, screw jacks, alternators-aircraft.
03–D.
03–E.
03–G.
03–H all except spark plugs.
03–I all except pumps, fuel and oil.
03–J all except batteries.
05–C.
05–D.
05–E.
11–A.
11–B.
11–D.
11–E.
15.
18.
19–A. Only aircraft towing gear, (excluding tractors), special maintenance dollies, stands, slings, clamps and supports. Engine transportation cradles, chocks, and wheel blocks. Hydraulic wing, nose and axle and tail jacks. Special airplane ladders. Ground type aircraft engine heaters. Mooring kits.
28–A.
28–B.
28–C.

(c) Surplus steel, copper and aluminum in primary mill forms and aircraft hardware listed on Exhibit A, or any revisions thereto, to the Memorandum of Understanding between Army Air Forces, Navy Bureau of Aeronautics, Aircraft Scheduling Unit and Metals Reserve Co., which are included either in supply or termination inventories will be reported through Aircraft Scheduling Unit to Murray Cook, Agent for Metals Reserve Co., 155 E. 44th Street, New York City.

(d) Surplus items listed hereunder, whether they are Government Furnished Equipment in Government Furnished Equipment warehouses or items included in termination inventories, will be reported to Reconstruction Finance Corporation, Federal Reserve Bank Building, Cleveland 1, Ohio, Attention: Aircraft Components and Parts Section.

1. Engines.
2. Propellers.
3. Brakes.
4. Wheels.
5. Skiis.
6. Floats.
7. Carburetors.
8. Struts.
9. Magnetos.
10. Pumps—(other than fuel and oil).
11. Valves—(other than AN, AC and NAF standard part numbers).
12. Flight instruments.
13. Engine instruments.
14. Automatic flight control equipment.
15. Instrument and navigation training equipment.
16. Aircraft towing gear.

(e) Except as otherwise provided above, surplus property in supply or in Government Furnished Euipment warehouses will be reported to the Regional Office of the Reconstruction Finance Corporation or Procurement Division, Treasury Department, for the region in which the property is located in accordance with the assignments set forth in § 829.904, and surplus property included in termination inventories will be reported to the Regional Office of the Reconstruction Finance Corporation for the region in which the property is located.

§ 827.702–3 *Food and related property.* Surplus food and related property assigned to War Food Administration as set forth in § 829.904 will be reported to the Office of Distribution, War Food Administration, Washington 25, D. C.

§ 827.702–4 *Military property other than aircraft, food and ships.* Military property other than aircraft and related property, food, and commercial ships will be reported to Reconstruction Finance Corporation or Procurement Division, Treasury Department, in accordance with the assignments set forth in § 829.904. By far the greater part of such property will consist of items of the type assigned to Procurement Division, Treasury Department for disposal. Where it is considered impracticable to segregate items of military property assigned to Reconstruction Finance Corporation, they may be included in reports to the Procurement Division, Treasury Department.

Reports will be made to the Regional Office of the appropriate disposal agency

for the region in which the property is located. The addresses of the Regional Offices of the Reconstruction Finance Corporation and Procurement Division, Treasury Department, respectively, and the territories within their jurisdiction, are set forth in §§ 829.907 and 829.908.

Surplus military property under the jurisdiction of technical services of Army Service Forces (see Section I, ASF Circular No. 67, 1944, as amended by Section VII, ASF Circular No. 132, 1944) which is in stock at depots and at installations below depot level will be reported by the depot. Installations below depot level will furnish the appropriate depot with information necessary for the reporting of surplus property in stock below depot level. Surplus military property under the jurisdiction of commanding generals of Army Service Forces service commands (see Section II, ASF Circular No. 101, 1944, as amended by Section IX, ASF Circular No. 282, 1944) will be reported by the service commander.

§ 827.702–5 *Non-military property—* (a) *Part 1 property (production and utility equipment) and part 4 property (controlled materials).* Part 1 property and part 4 property will be reported to the Regional Office of Reconstruction Finance Corporation for the region in which the property is located.

(b) *Part 2 property (construction equipment).* Surplus part 2 property will be reported to the Regional Office of the Procurement Division, Treasury Department, for the region in which the property is located.

(c) *Part 3 property.* Surplus part 3 property other than aircraft and related property, food and commercial ships, will be reported to Reconstruction Finance Corporation or Procurement Division, Treasury Department in accordance with the assignments set forth in § 829.904. Reports will be transmitted to the Regional Office of the appropriate Disposal Agency for the region in which the property is located. The assignments of those items likely to be included in part 3 are as follows:

Procurement Division, Treasury Department:
- Paper and paper products.
- Cotton, wool and linen basic textiles, and fabricated textile products.
- Basic metal products as follows:
  - Barbed and twisted wire.
  - Woven wire and chain link fencing and fence posts.
  - Insect screening.
  - Wire springs.
  - Wire hoops.
  - Chain and attachments.
  - Nails, tacks and staples.
  - Bolts, nuts, screws, rivets, washers, turnbuckles, eyelets and grommets.
  - Strapping.
  - Builders basic hardware and casket, furniture, and trunk and luggage hardware.
- Glass, pottery and ceramic basic materials and products.
- Rubber fabricated materials and products.
- Containers, closures and packing materials.
- Industrial trucks, tractors, trailers, stackers and accessories.
- Agricultural machinery and implements.
- Motor vehicles, engines, parts, components, assemblies and accessories.

Procurement Division, Treasury Department—Continued.
- Plumbing and heating materials and equipment.
- Commercial and household electric appliances, lamps and dry cell and storage batteries.
- Commercial and domestic air-conditioning and refrigerating equipment.
- Hand tools and mechanics measuring tools.
- Office machines, typewriters, cash registers, calculating and computing scales.
- Furniture and fixtures.
- Professional and scientific instruments and apparatus.
- Apparel and footwear.

Reconstruction Finance Corporation:
- Leather, and boot and shoe cut stock and findings.
- Lumber, veneer, plywood and millwork.
- Petroleum and petroleum products.
- Chemicals.
- Paints, varnishes, lacquers, japans, thinners, pigments, driers, fillers and related products.
- Ferro and nonferrous additive alloys.
- Nonferrous metals (except aluminum, copper and copper-base alloy).
- Fabricated structural iron and steel and architectural metal work.
- Power boilers.
- Storage tanks.
- Insulated wire and cable.
- Basic non-metallic structural products.
- Abrasives.
- Asbestos basic products.
- Graphite and carbon basic products.
- Refractories.
- Mechanical power-transmission equipment and bearings.
- Electric motors, fractional horsepower.
- Electrical building supplies.
- Communication equipment.
- Railroad transportation equipment.
- Indicating, recording and controlling instruments.

§ 827.703 *Report forms.* All reports of surplus property to disposal agencies will be made on Forms SWPA–1 and SWPA–1 (A). Copies of these forms, together with instructions for preparation, are set forth in § 829.905. These forms will be available in Adjutant General's Depots after 1 July 1944. Optional use of Treasury Department Form 812 is permitted on reports to Procurement Division, Treasury Department, until Forms SWPA–1 and SWPA–1 (A) are available.

§ 827.704 *Transmittal of reports.* Reports of surplus property transmitted to disposal agencies will be transmitted to Procurement Division, Treasury Department, in triplicate and to other disposal agencies in duplicate. An information copy of each report covering machine tools and production equipment (as defined in § 826.610–1) regardless of cost, and of each report covering other types of property where the total cost of the property included in the report exceeds $25,000 will be transmitted to Director, Readjustment Division, Headquarters, Army Service Forces. The information copy to the Readjustment Division need not be accompanied by a letter of transmittal.

§ 827.705 *Action after reporting.* After the property has been reported to a disposal agency, the field installation concerned will hold the property subject to disposition instructions from the disposal agency.

§ 827.706 *Withdrawal for further use.* Property which has been reported to a disposal agency may be withdrawn for further use by the technical service of origin or for transfer to another component of the War Department, with the consent of the disposal agency to which the property was reported. Immediately upon the withdrawal of property under this section a withdrawal report will be transmitted to the disposal agency to which the property was originally reported as surplus. Withdrawal reports will be prepared and transmitted in the same manner as surplus reports, except that the word "withdrawal" will be entered conspicuously at the top right hand margin of the report form. Where the withdrawal report covers all items included in a previous report of surplus, the phrase "All items withdrawn" may be inserted under the "Description" column of Form SWPA 1 in lieu of listing the individual items.

§ 827.707 *Disposal by disposal agency.* The disposal agencies will dispose of all property reported as surplus that is not withdrawn under § 827.706 (except as provided in § 827.710). Disposal may be effected directly from War Department storage or after removal to storage facilities of the disposal agencies. All echelons will extend the fullest cooperation to the disposal agencies in this connection. Liaison will be promptly established between field establishments handling surplus property and the field agencies of the disposal agencies. Provisions will be made for furnishing additional information to disposal agencies and exhibiting the property to the fullest extent practicable upon request of a disposal agency.

§ 827.708 *Shipment after disposal.* When property has been disposed of by a disposal agency, or when the disposal agency takes custody of the property prior to disposal, the disposal agency will issue appropriate shipping instructions to the office designated in the surplus report as the "shipping office". Upon receipt of shipping instructions, the field installation concerned will prepare and load the property for shipment, and arrange for shipment of the property, as directed by the disposal agency. The expense of preparation and loading for shipment will be borne by the field installation concerned, without reimbursement by the disposal agency. The use of War Department transportation facilities in moving surplus property into storage facilities of a disposal agency is authorized when the use of such transportation facilities will not interfere with the normal military functions of the installation concerned. Payment of transportation expenses incurred in moving surplus property into storage facilities of a disposal agency by means other than War Department transportation facilities is authorized where transfer to a disposal agency will be expedited or is otherwise required. Expenses of transportation direct to a purchaser from a disposal agency will not be borne by the War Department. When requested by the disposal agency, copies of bills of lading and other shipping documents and advice as

to date of shipping will be furnished to disposal agencies. The War Department is not required to, and should not, repair, recondition or reprocess surplus property.

§ 827.709 *Fiscal procedures.* The War Department will not be reimbursed for surplus property delivered to or upon the direction of a disposal agency. Where custody of surplus property is transferred to a disposal agency, or other Governmental agency, a copy of the order of the disposal agency to effect such transfer will constitute a valid credit voucher to the property accounts for such property, provided the order is complete in detail with respect to the quantity and nomenclature of the property ordered to be transferred; otherwise a shipping document will be originated and a copy thereof filed in support of the order. With respect to surplus property delivered upon instructions from a disposal agency to a buyer, an authenticated copy of the notice of sale or other transfer order bearing written receipt of the buyer, supported by shipping instructions (if any) received from the disposal agency, will constitute a valid credit voucher to the property accounts for such property, provided the notice of sale or other transfer order is complete in detail with respect to the quantity and nomenclature of the property ordered to be delivered to the buyer; otherwise a shipping document will be originated and a copy thereof supported by an authenticated copy of the notice of sale or other transfer order, bearing the written receipt of the buyer, will constitute a valid credit voucher to the property accounts for such property.

§ 827.710 *Clearance for sale by War Department.* When special circumstances, such as danger of deterioration or sanitary or other hazard, or urgent requirement for storage space for military supplies, make immediate sale by the War Department desirable, application may be made to the appropriate disposal agency for clearance of the property for direct sale by the War Department. Such applications will only be made through or with the approval of the Director, Readjustment Division, Headquarters, Army Service Forces.

§ 827.710–1 *Sale after clearance.* Property which a disposal agency has cleared for sale may be sold by negotiated sale. The chief of the technical service obtaining clearance may direct that the property be sold by a particular officer, or that it be sold in a particular manner. In the absence of such directions, sales will be made by the local salvage officer in accordance with regulations applicable to the sale of salvage, except that all documents relating to such sales will be clearly marked to indicate sale of surplus property.

PART 829—APPENDIX

Sec.
829.901–1 Form of circularization list for part 4A property.
829.901–2 Form of circularization list for part 4B property.
829.901–3 Form of circularization list for part 4C property.
829.902 Offices to receive Part 1 and 3 circularization lists.
829.904 Assignment of property to disposal agencies.
829.905 Surplus War Property Administration report forms.
829.905–1 Form SWPA–1.
829.905–2 Form SWPA–1 (A).
829.905–3 Instructions covering preparation of report of surplus property.
829.907 Regional Offices of Reconstruction Finance Corporation.
829.908 Regional Offices of Procurement Division, Treasury Department.
829.909 Stockpile materials.
829.909–1 W.D., A.G.O. Form 257.
829.910 Monthly report of redistribution and disposal of excess and surplus serviceable property.
829.910–1 Instructions as to monthly report of redistribution and disposal of excess and surplus serviceable property.

§ 829.901–1 *Form of circularization list for part 4A property.*

Report of excess steel, Part 4A — List No. ____ Page ____
Reporting station ____ Date transmitted to WPB ____
Station No. ____ Address ____ Reported to ____
(Regional Office, WPB)
Officer in charge of disposition ____ Location of property ____

(On additional pages show Part 4A, list number and page number only)

Code No. (1)	Pieces	Total weight (lbs.)	Size	Length (L) or coil (C)	From and shape	Aise, NE, SAE, WD, or brand	Finish (2)	Physical properties (3)	Clean or rusty

(1) Show station, service, list and part code at top of column (e. g. 123-Ord-4A-12-), followed by item numbers only.
(2) (3) Use symbols: CDG&P-Cold Drawn Ground, Polished (2); HRA&P-Hot Rolled Annealed, Pickled (2); HRT&P-Hot Rolled Turned, Polished (2); HR-Hot Rolled (2); HRA-Hot Rolled Annealed (2); CR-Cold Rolled (2); CD-Cold Drawn (2); FQ-Forging Quality (3); HT-Heat Treated (3).

§ 829.901–2 *Form of circularization list for part 4B property.*

Report of excess copper and copper base alloy, Part 4B — List No. ____ Page ____
Reporting station ____ Date transmitted to WPB ____
Station No. ____ Address ____ Reported to ____
(Regional Office, WPB)
Officer in charge of disposition ____ Location of property ____

(On additional pages show Part 4B, list number and page number only)

Code No. (1)	Item and specification	Pieces	Total weight (lbs.)	Size	Length (L) or coil (C)	Form	Temper	Original manufacturer

(1) Show station, service, list and part code at top of column (e. g. 123-Ord-4B-12-), followed by item number only.

§ 829.901–3 *Form of circularization list for part 4C property.*

Report of excess Aluminum, Part 4C — List No. ____ Page ____
Reporting station ____ Date transmitted to WPB ____
Station No. ____ Address ____ Reported to ____
(Regional Office, WPB)
Officer in charge of disposition ____ Location of property ____

(On additional pages show Part 4C, list number and page number only)

Code No. (1)	Alloy and Temper	Pieces	Total weight (lbs.)	Dimensions and/or standard extrusion die No.	Form and shape	Specification	Original manufacturer

(1) Show station, service, list and part code at top of column (e. g. 123-Ord-4C-12-), followed by item numbers only.

§ 829.902 *Offices to receive part 1 and 3 circularization lists.*

	Number of copies
Readjustment Division, Headquarters, Army Service Forces, The Pentagon, Washington 25, D. C.	2
Office of the Chief of Ordnance	
Redistribution and Salvage Officer, Office of the Chief of Ordnance, Room 2-E-424, The Pentagon, Washington 25, D. C.	3
Birmingham Ordnance District, 700 Frank Nelson Building, Birmingham 1, Ala.	1
Boston Ordnance District, Room 1501-1516 Federal St., Boston 10, Mass.	1
Chicago Ordnance District, 38 South Dearborn St., Chicago 3, Ill.	1
Cincinnati Ordnance District, The Big Four Bldg., Cincinnati 1, Ohio	1
Cleveland Ordnance District, 1006 Terminal Tower Bldg., Cleveland 13, Ohio	1
Detroit Ordnance District, 1832 National Bank Bldg., Detroit 32, Mich.	1
New York Ordnance District, Room 1815, 80 Broadway, New York 5, N. Y.	1
Philadelphia Ordnance District, 150 South Broad St., Philadelphia 2, Pa.	1
Pittsburgh Ordnance District, 1202 Chamber of Commerce Bldg., Pittsburgh 19, Pa.	1
Rochester Ordnance District, 1238 Mercantile Bldg., Rochester, N. Y.	1
San Francisco Ordnance District, 402 Empire Hotel, San Francisco, Calif.	1
St. Louis Ordnance District, 3663 Lindell Blvd., St. Louis 8, Mo.	1
Springfield Ordnance District, 95 State St., Springfield 3, Mass.	1
Commanding Officer, Frankford Arsenal, Philadelphia 2, Pa.	1
Commanding Officer, Picatinny Arsenal, Dover, N. J.	1
Commanding Officer, Redstone Arsenal, Huntsville, Ala.	1
Commanding General, Rock Island Arsenal, Rock Island, Ill.	1
Commanding Officer, Springfield Armory, Springfield 1, Mass.	1
Commanding Officer, Watertown Arsenal, Watertown, Mass.	1
Commanding General, Watervliet Arsenal, Watervliet, N. Y.	1
Tank Automotive Center, Union Guardian Bldg., Detroit 32, Mich.	1
Field Director of Ammunition Plants, 3637 Lindell Blvd., St. Louis 8, Mo.	1
Small Arms Ammunition Sub-Office, N. Y. Ayer Bldg., West Washington Square, Philadelphia 6, Pa.	1
Office of the Chief of Engineers	
Redistribution and Salvage Officer, Office of the Chief of Engineers, Room 6257 New War Bldg., 21st and Virginia Ave. NW., Washington 25, D. C.	3
Division Engineer, Great Lakes Division, 20 North Wacker Drive, Chicago 6, Ill.	1
Division Engineer, Lower Mississippi Valley Division, P. O. Box 80, Vicksburg, Miss.	1
Division Engineer, Middle Atlantic Division, Room 909, 101 East Fayette St., Baltimore 2, Md.	1
Division Engineer, Missouri River Division, Farm Credit Bldg., 19th and Douglas, Omaha 1, Nebr.	1
Division Engineer, New England Division, 75 Federal St., Boston 10, Mass.	1
Division Engineer, North Atlantic Division, 21st Floor, 270 Broadway, New York 7, N. Y.	1
Division Engineer, Northwest Division, 114, #12 128th St., Edmonton, Alberta, Canada	1
Division Engineer, Ohio River Division, 1120 Huntington Bank Bldg., Columbus 16, Ohio	1
Office of the Chief of Engineers—Con.	
Division Engineer, Pacific Division, 351 California St., San Francisco 19, Calif.	1
Division Engineer, South Atlantic Division, 50 Whitehall St., Atlanta 2, Ga.	1
Division Engineer, Southwestern Division, Santa Fe Bldg., 1114 Commerce St., Dallas 2, Tex.	1
Division Engineer, Upper Mississippi Valley Division, Syndicate Trust Bldg., 915 Olive St., St. Louis 1, Mo.	1
Area Engineer, P.O. Box 1111, Clinton, Tenn	1
Area Engineer, P.O. Box 265, Church St., New York, N. Y.	1
Area Engineer, P.O. Box 1712, Wilmington, Del.	1
Area Engineer, P.O. Box 2277, Boston, Mass	1
Area Engineer, P.O. Box 550, Pasco, Wash	1
Office of the Chief of Chemical Warfare Service	
Redistribution and Salvage Officer, Office of the Chief of Chemical Warfare Service, Room 2207, Building T-7, Annex 1, Gravelly Point, Va.	2
Commanding General, Edgewood Arsenal, Edgewood, Md.	1
Commanding General, Pine Bluff Arsenal, Pine Bluff, Ark.	1
Commanding General, Rocky Mountain Arsenal, 4th Floor, Cooper Bldg., 17th and Curtis Sts., Denver 2, Colo.	1
Commanding Officer, Huntsville Arsenal, Huntsville, Ala.	1
Commanding Officer, Boston CW Procurement District, Room 500, 75 Federal St., Boston 10, Mass.	1
Commanding Officer, Chicago CW Procurement District, Room 1600, Civic Opera Bldg., 20 North Wacker Drive, Chicago 6, Ill.	1
Commanding Officer, Dallas CW Procurement District, Mercantile Bank Bldg., 106 Ervay St., Dallas 1, Tex.	1
Commanding Officer, Pittsburgh CW Procurement District, American Bank Bldg., 6th Ave. and Grant St., Pittsburgh 19, Pa.	1
Commanding Officer, New York CW Procurement District, 292 Madison Ave., New York, N. Y.	1
Commanding Officer, San Francisco CW Procurement District, Room 201, 1355 Market St., San Francisco, Calif.	1
Deputy Commanding Officer, Atlanta Sub-Office, Dallas CW Procurement District, 430 West Peachtree St., NW., Atlanta, Ga.	1
Office of the Chief of Transportation	
Redistribution and Salvage Officer, Office of the Chief of Transportation, Room 4 D 727, The Pentagon, Washington 25, D. C.	2
Commanding Officer, Voorheesville Holding and Reconsignment Point, Voorheesville 2, N. Y., Attn.: Transportation Corps Supply Officer	1
Commanding Officer, Marietta Holding and Reconsignment Point, Marietta 2, Pa. Attn.: Transportation Corps Supply Officer	1
Commanding Officer, Montgomery Holding and Reconsignment Point, Montgomery 4, Ala. Attn.: Transportation Corps Supply Officer	1
Commanding Officer, Lathrop Holding and Reconsignment Point, Lathrop 9, Calif. Attn.: Transportation Corps Supply Officer	1
Redistribution and Salvage Officer, Field Service Group, TC, Procurement Division, 6th and Sycamore Sts., Cincinnati 5, Ohio	2
Office of the Chief of Transportation—Con.	
Commanding General, Boston Port of Embarkation, Army Base, Boston 10, Mass.	1
Commanding General, Charleston Port of Embarkation, Army Base, North Charleston, S. C.	1
Commanding General, Hampton Roads Port of Embarkation, Post Office Building, Newport News, Va.	1
Commanding General, Los Angeles Port of Embarkation, Wilmington, Calif.	1
Commanding General, New Orleans Port of Embarkation, Poland and Dauphine Sts., New Orleans 12, La.	1
Commanding General, New York Port of Embarkation, 1st Ave. and 58th St., Brooklyn, N. Y.	1
Commanding General, San Francisco Port of Embarkation, Fort Mason, Calif.	1
Commanding General, Seattle Port of Embarkation, 1519 South Alaskan Way, Seattle 4, Wash.	1
Office of the Chief Signal Officer	
Director, Requirements Division, Procurement and Distribution Service, Office of the Chief Signal Officer, Washington 25, D. C. Attn.: Equipment Branch	1
Commanding Officer, Signal Security Agency, Army Communication Service, Office of the Chief Signal Officer, Pentagon Bldg., Room 3C340, Washington 25, D. C.	
Commanding Officer, Storage and Issue Agency, 128 North Broad St., Philadelphia 2, Pa. Attn.: Redistribution and Salvage Officer	1
Officer in Charge, Plant Engineering Agency, SPSLP-82, Architects Bldg., 17th and Sanson Sts., Philadelphia, Pa.	1
Commanding Officer, Philadelphia Sig. C. Procurement District, 128 North Broad St., Philadelphia 2, Pa. Attn.: Production Division	1
Commanding Officer, Monmouth Sig. C. Procurement District, Bradley Beach, N. J. Attn.: Production Staff	1
Commanding Officer, Dayton Sig. C. Procurement District, 225 South Main St., Dayton, Ohio. Attn.: Production Staff	1
Officer in Charge, Los Angeles Signal Corps, Production Field Office, Rm. 1009, Pacific National Bldg., 315 West 9th St., Los Angeles 15, Calif.	1
Officer in Charge, New York Signal Corps, Production Field Office, 165 Broadway, New York 6, N. Y.	2
Officer in Charge, Philadelphia Signal Corps, Production Field Office, 117 South 17th St., Philadelphia 3, Pa.	1
Officer in Charge, Chicago Signal Corps, Production Field Office, 1 North LaSalle St., Chicago 2, Ill.	1
Commanding General, Eastern Signal Corps Training Center, Fort Monmouth, N. J.	1
Commandant, Southern Signal Corps School, Camp Murphy, Fla.	1
Commanding Officer, Holabird Signal Depot, Baltimore, Md. Attn.: Training Branch	1
Commanding Officer, Signal Corps Aircraft Signal Agency, Wright Field, Dayton, Ohio. Attn.: Redistribution and Salvage Officer	1
Commandant, Western Signal Corps Training Center, Camp Kohler, Calif.	1
Commanding Officer, Dayton Signal Corps Supply Agency, 225 South Main St., Dayton 2, Ohio. Attn.: Redistribution and Salvage Officer	1

OFFICE OF THE CHIEF SIGNAL OFFICER—Con.

	Number of copies
Commanding Officer, Signal Corps Ground Signal Agency, Shark River Hotel, Bradley Beach, N. J. Attn.: Redistribution and Salvage Officer	1
Officer in Charge, Signal Corps Ground Signal Maintenance Br., Architects Bldg., 17th and Sansom Sts., Philadelphia 3, Pa	1

OFFICE OF THE QUARTERMASTER GENERAL

Redistribution and Salvage Officer, Office of the Quartermaster General, Room 1049 Temporary A Building, 2d and T Sts. SW., Washington 25, D. C	5
Commanding Officer, Jersey City Quartermaster Depot, 34 Exchange Pl., Jersey City 2, N. J. Attn.: Excess Utilization Section, Buying and Purchase Branch, Procurement Division	2

OFFICE OF THE SURGEON GENERAL

Redistribution and Salvage Officer, Army Medical Purchasing Office, 52 Broadway, New York 4, N. Y	1

ARMY AIR FORCES

Redistribution and Salvage Officer, Office, Asst. Chief of Air Staff, M. M. & D., Army Air Forces, Room 5-C-867, The Pentagon, Washington 25, D. C	1
Chief of Property Disposal Section, Readjustment Division, Air Technical Service Command, Wright Field, Dayton, Ohio	3
District Supervisor, Eastern Procurement District, Attention: Redistribution & Salvage Officer, 67 Broad St., New York, N. Y	1
District Supervisor, Central Procurement District. Attention: Redistribution and Salvage Officer, 8505 West Warren Ave., Detroit, Mich	1
District Supervisor, Midwestern Procurement District. Attention: Redistribution and Salvage Officer, Municipal Airport, P. O. Box 117, Wichita, Kans	1
District Supervisor, Western Procurement District. Attention: Redistribution and Salvage Officer, 3636 Beverly Blvd., Los Angeles, Calif	1
District Supervisor, Midcentral Procurement District. Attention: Redistribution and Salvage Officer, 111 West Jackson Blvd., Chicago, Ill	1
District Supervisor, Southeastern Procurement District. Attention: Redistribution and Salvage Officer, 86 Edgewood Ave. NE., Atlanta, Ga	1
Chief of Disposal Section, Supply Division, Air Technical Service Command, Wright Field, Dayton, Ohio	11

NAVY DEPARTMENT

Chief of the Bureau of Supplies and Accounts, Navy Department. Attention: S. P. D.-17, Washington 25, D. C	20

§ 829.904 *Assignment of property to disposal agencies.* Assignment of property to disposal agencies is set forth in this paragraph as published in Exhibit I to Regulation No. 1 (as supplemented) of the Surplus War Property Administration under the following prefatory notes:

The assignments herein contained are based on the classifications contained in the Standard Commodity Classification (Government Printing Office, May 1943 and February 1944). That Classification contains a number of so-called major groups, which are designated by two digits only (such as 01—Live Animals; 65—Drugs and Medicines). These major groups in turn are broken down into classes of property represented by the two digits of the major group plus additional digits (such as 65 48—Marine liver oil, etc.). All of the major groups now being assigned are listed in this Exhibit, but only such of the lesser groups are listed as are necessary to carve out of a major group assigned to one agency types of property included therein which are assigned to another. For a complete breakdown of each major group, reference must be made to the Standard Commodity Classification itself.

It should further be noted that for reporting purposes, while reference to this Exhibit is necessary to ascertain the proper disposal agency, one report may include all property in a major group (two digits) at one location which is assigned to a single disposal agency.

Reconstruction Finance Corporation	Treasury Procurement Division	War Food Administration
	01 Live Animals, other than food animals.	01 Live Animals, except non-food animals. 02 Crude Animal Products, Edible. 03 Crude Vegetable Products, Edible. 05 Crude Vegetable Products, Inedible, except Fibers (except as indicated).
03 Crude Animal Products Inedible, Except Fibers. 05 5 Crude rubber and allied gums. 05 6280 Lac. 05 7 Crude medicinal herbs, roots, darks, and other plant parts, except U. S. P., N. F. and similar grades. 05 93 Crude cork. 05 94 Loofa Sponges. 06 Fibers, Vegetable and Animal, Unmanufactured (except as indicated) (note inclusion of foreign wool and mohair).		06 1 Cotton. 06 22 Flax (Only Domestic production). 06 23 Heny (Cannabes Sotiva). 06 5 Wool and related specialty Hair (only domestic production).
07 Coal, Crude Petroleum, and Related Crude Hydrocarbons. 08 Metallic Ores, Tailings, Concentrates and their unrefined Metallic Products. 09 Crude Nonmetallic Minerals, except Coal and Petroleum. 11 Leather. 12 Boot and Shoe Cut Stock and Shoe Findings. 13 Wood Basic Materials, Except Pulpwood (except as indicated).	13 91 Cooperage Stock, Fabricated. 13 92 Rattan, Willow and Bamboo Stock. 13 94 Box and Crate Shook. 13 97 Handles. 14 Pulp, paper and paper board (except as indicated).	
14 1 Pulpwood. 14 2 Paperbase stocks except pulp. 14 3 Woodpulp. 14 4 Other pulp. 14 6 Building paper. 14 8 Building board. 15 2 Jute Basic Textiles. 15 66 Curles hair (similar to 06.7). 15 71 Silk Semi Manufactures. 15 72 Silk Yarn. 15 81 Rayon, Nylon, etc., Semi Manufactures. 15 82 Rayon, Nylon, etc., Yarn. 15 912 Jute Cordage (except sizes less than ¼" cross sectional diameter). 15 913 Soft Fiber Cordage (except sizes less than ¼" cross sectional diameter). 15 914 Hard Fiber Cordage and Twine (All). 16 52 Industrial Molasses.	15 Textile Basic Manufactures (except as indicated).	16 Food and Beverage Basic Materials (except as indicated).
17 7 Waxes, Animal and Vegetable.		17 Oils, Fats, Waxes and Derivatives, Animal and Vegetable.
18 Petroleum and Coal Products (Except Raw Materials for Chemical Industries). 19 Chemicals (except as indicated).		19 271 Rosins. 19 272 Turpentine. 19 274 Pine Oil 19 275 Pine Pitch. 19 276 Pine Tar.
21 Iron. 22 Steel (except as indicated). 23 Ferro and Nonferrous Additive Alloys. 24 Nonferrous Metals. 25 Fabricated Metal Basic Products (except as indicated).	22 52 Barbed and twisted wire. 25 42 Truck Tanks. 25 51 Builders' Basic Hardware. 25 53 Rigging Hardware and Chain Attachments. 25 54 Motor Vehicle Hardware. 25 56 Casket Hardware. 25 57 Furniture Hardware. 25 58 Trunk and Luggage Hardware. 25 59 Miscellaneous Basic Hardware 25 61 Automotive Vehicle Bodies. 25 64 Combat Vehicle Bodies. 25 75 Insect Screening. 25 76 Woven Wire Fencing. 25 77 Wire Nails, Tacks and Staples. 25 78 Wire Springs. 25 7901 Wire Chain. 25 7903 Chain Ling Fencing. 25 7906 Wire Hoops. 25 91 Chain and Attachments. 25 94 Bolts, Nuts, Screws, Rivets, Etc. 25 98 Cut Nails, Tacks and Spikes. 25 99 Miscellaneous Fabricated Products.	*U. S. Maritime Commission* 25 81 Power Boilers Marine.

Reconstruction Finance Corporation		Treasury Procurement Division		U. S. Maritime Commission	
26	Nonmetallic Mineral Basic Products—Chiefly Structural (except as indicated).	26 3	Glass Basic Products.		
27	Nonmetallic Mineral Basic Products—Chiefly Nonstructural (except as indicated).	27 1	Glass Basic Products (except 3 items: 27 143, Railroad, 27 152, Radio tubes (glass only), 27 16, Insulators).		
		27 32	Asbestos and asbestos metallic packing and gaskets, to the extent of automotive parts.		
		27 33	Asbestos woven or mould-friction material, to the extent of automotive parts (principally brake linings and clutch facings).		
		27 92	Pottery.		
		27 93	Pottery Supplies.		
		27 94	Ceramic Products.		
29	Miscellaneous Basic Materials (except as indicated).	29 1	Rubber Fabricated Materials.		
		29 28	Automotive Plastic Parts, also any motor vehicle items elsewhere in 29 2.		
		29 91	Button Blanks, Moulds and other parts.		
		29 92	Beads, Bugles and Spangles.		
		29 95	Catgut and Wormgut.		
31	General Purpose Industrial Machinery and Equipment (except as indicated).	31 21142	Compressors, air, portable, skid or wheel mounted, two stage, powered by gasoline or diesel motors, capacities 50 to 500 cubic feet.	31 582	Windlasses.
		31 2220	Pumps, portable, centrifugal,	31 583	Anchor Winches.
		31 2550	plunger, diaphragm or sump, powered by gasoline, diesel or electric motors, ordinarily used for contractors' purposes or by contractors.	31 584	Capstans.
		31 3100	Crushers jaw, roll and crushing plants portable type (except stamp mills and pick-type breakers).		
		31 3600	Screening plants, portable type; screens rotary, vibrator and gravity type.		
		31 4930	Conveyors, construction materials, portable plant type; and for portable plants.		
		31 5700	Derricks.		
		31 6	Industrial trucks, tractors, trailers, stackers and accessories.		
		31 97	Lubrication equipment—to the extent the items are for use in connection with motor vehicles.		
32	Electrical Machinery and Apparatus (except as indicated).	32 412	Battery Charging Generators (except Aircraft).		
		32 432	Starter Motors except Aircraft.		
		32 45	Motor Ignition Equipment (except Aircraft).		
		32 51	Fuses.		
		32 53	Lamp Sockets.		
		32 7	Lamps (except 32 73 Aviation Service Lamps).		
		32 8	Electric appliances, household and commercial.		
		32 91	Dry Cell Batteries.		
		32 92	Storage Batteries.		
33	Special Industry Machinery.	33 54	Tire repairing machinery and equipment.		
		33 995	Automotive service station equipment.		
34	Metal Working Machinery.	35	Agricultural Machinery and Implements.		
		36	Construction, Mining, Excavating and Related Machinery.		
		37	Tractors.		
		38	Office Machines.		

Reconstruction Finance Corporation		Treasury Procurement Division		U. S. Maritime Commission	
39	Miscellaneous Machinery (except as indicated).	39 11	Home Type Laundry Equipment.		
		39 20	Home Sewing Machines.		
		39 43	Calculating and Computing Scales.		
		39 44	Coin Operated Scales.		
		39 45	Spring Scales, Household.		
		39 50	Cash Registers.		
		39 60	Coin Operated Machines.		
41	Communications Equipment and Electronic Devices (except as indicated).	41 1	Radio Broadcast receivers.		
42	Aircraft.			43	Ships, Small Watercraft and Marine Propulsion Machinery.
44	Railroad Transportation Equipment.				
		45	Motor Vehicles.		
		49	Mis. Transportation Equipment.		
		51	Plumbing and Heating Equipment.		
52 7	Ice Making and Cold Storage Plant Systems, Components and Accessories.	52	Air Conditioning and Refrigerator Equipment (except as indicated).		
52 92	Industrial Refrigeration Units.				
52 12	Central Station Air Conditioning Systems.				
53 32	Railroad Signal Fixtures.	53	Lighting Fixtures (except as indicated).	53 2	Marine Fixtures.
53 7	Airport, Airway and Seadrome lighting.				
53 81	Train lighting fixtures.				
53 86	Aircraft lighting fixtures.				
		54	Furniture and fixtures.		
		55	Photographic Goods and Processed Motion Pictures.		
		56	Optical Instruments and Apparatus.		
57	Indicating, Recording and Controlling Instruments and Accessories except watches and clocks (except as indicated).	57 112	Glass stemmed laboratory thermometers.	57 65	Compasses and accessories (Marine).
		57 113	Glass steemmd chemical thermometers.		
		57 114	Household and commercial thermometers.	57 66	Azimuths Sextants and Octants.
		57 119	Thermometers not elsewhere classified.	57 691	Taff Rail Logs.
		57 14	Heating and Ventilating controls and accessories.		
		57 56	Taximeters and Parking meters.		
		57 341	Household refrigeration controls.		
		58	Professional and Scientific instruments and Apparatus.		
59 15	Hazard measuring devices.	59	Miscellaneous Equipment (except as indicated).		
59 18	Machine guards.				
59 20	Water purification equipment except 59, 241, Home water softeners.				
59 55	Sprinkler System Components.				
59 77	Railroad Signal Controls.				
				War Food Administration	
				61	Food, Manufactured.
				62	Feed Manufactured.
				63	Beverages and Ice.
				64	Tobacco Manufactures.
				65 481	Marine liver oil, derivatives, and preparations, except Marine liver oil Concentrates in Solution, m. g.
		65	Drugs and Medicines (except as indicated).	65 68	Vitamins, Vitamin-Active Compounds and Preparations containing one and more than one Vitamin, m. g.
		66	Toiletries, cosmetics, soap, and household chemical preparations.		
		67	Apparel, except footwear.		
		68	Footwear.		
		69	Fabricated Textile Products except apparel.		
		71	End Products of Leather except apparel, Footwear and luggage.		

Reconstruction Finance Corporation	Treasury Procurement Division		War Food Administration
	72	Converted Paper Products and Pulp Goods.	
	73	Products of Printing and Publishing Industries.	*U. S. Maritime Commission*
	74	Rubber End Products.	
	75	End Products of Metal Industries.	75 953 Cargo nets, wire rope.
			75 954 Wire rope slings.
76 51 Lasts for boots and shoes.	76	Finished Wood Products, except Furniture and Millwork (except as indicated).	
76 52 Last sole patterns.			
	77	End Products of Glass, Clay and Stone.	
	79	Miscellaneous End Products of Manufacturing Industries.	
	81	Small Arms and Components.	
	83	Small Arms Ammunition and Specifically adapted Components.	

§ 829.905 *Surplus War Property Administration report forms.* Surplus War Property Administration report forms are set forth in the following sections.

§ 829.905–1 *Forms SWPA–1.*

Form SWPA–1, 1 May 1944
Form approved Budget Bureau No. 16–R001
Forms printed in the FEDERAL REGISTER are for information only and do not follow the exact format prescribed by the issuing agency.

UNITED STATES OF AMERICA
SURPLUS WAR PROPERTY ADMINISTRATION

REPORT OF SURPLUS PROPERTY

Date of report	
Page No.	of

To	Name and address of regional office of disposal agency, including street, city, zone, and State	Disposal agency No.	Standard Commodity Classification Code No. Group
From	Name and address of reporting office, including street, city, zone, and State	Reporting agency No.	Total cost of this report
Location	Custodian and address at which property is located	Signature and title of authorized reporting official	

Line No. (A)	Description (B)	Standard commodity class (C)	Condition (D)	Unit (E)	Number of units (F)	Unit cost (G)	Total cost (H)

(Instructions Appearing on Reverse of Form SWPA–1)

INSTRUCTIONS FOR PREPARATION OF REPORT OF SURPLUS PROPERTY, FORMS SWPA–1 AND SWPA–1 (A)

The property listed on any one report will be confined to property at a single location, to be reported to one disposal agency, and classified in a single major group (two digits) of Standard Commodity Classification (Government Printing Office, May 1943 and February 1944).

If used to report withdrawals, the word "Withdrawal" will be entered conspicuously at top and right-hand margin of each Form.

From. Include department, bureau, or similar subdivision. Also, if different from reporting office, state agent or office and address to which shipping instructions should be sent.

Location. Include title or other identification of property custodian.

Standard Commodity Classification Code No. Enter the code number (two digits) for the major group of Standard Commodity Classification covered by the report.

Line No. Enter consecutive numbers (starting with "1" on each page) for each property item listed.

Description. Describe each item in commercial terms in sufficient detail for transfer or sale purposes, including customary trade specifications and descriptions used in purchasing. Descriptions of much length should be written straight across columns (b) to (h) inclusive; entries in all columns shall be clearly identifiable with the related line number (property item). See separate instructions.

Leave a blank line space across all columns between successive line numbers or property items.

Standard Commodity Classification, Column (c). Detailed classification code will be entered by reporting agency when it determines that such procedure is most practicable. In all other cases, the detailed code will be entered by the disposal agency.

Condition. Indicate condition of property as prescribed by separate instructions.

Unit. Indicate unit of measure for container, package, or other customary sales unit, such as, each, doz., ft., bbl., etc. Distinguish between long, short, and metric tons. Standard, clearly understandable abbreviations may be used.

Unit cost. Estimate cost when actual cost is not known. Estimated unit costs will be indicated by the prefix (E). In case of machine tools, other metal working machinery, and production equipment, enter unit costs f. o. b. manufacturer or vendor.

§ 829.905–2 *Form SWPA–1 (A).*

Form SWPA–1 (A), 1 May 1944
Form approved Budget Bureau No. Budget Bureau No. 16–R001
Forms printed in the FEDERAL REGISTER are for information only and do not follow the exact format prescribed by the issuing agency.

UNITED STATES OF AMERICA
SURPLUS WAR PROPERTY ADMINISTRATION

REPORT OF SURPLUS PROPERTY

(Continuation sheet)

Reporting agency No.
Disposal agency No.
Page No. of

Line No. (A)	Description (B)	Standard commodity class (C)	Condition (D)	Unit (E)	Number of units (F)	Unit cost (G)	Total cost (H)

§ 829.905–3 *Instructions covering preparation of report of surplus property.* Instructions covering preparation of report of surplus property as published in Exhibit III to Regulation No. 1 of the Surplus War Property Administration are set forth below with certain bracketed matter supplied:

FORMS TO BE USED IN REPORTING PERSONAL PROPERTY

1. The "Report of Surplus Property" (Forms SWPA–1 and SWPA–1(A)) will be used as follows for reporting surplus personal property to the designated disposal agencies:

GENERAL INSTRUCTIONS

2. As the actual schedule of personal property items reported "Surplus" by reporting agency.

3. As the "cover-transmittal" sheet (block headings of Form SWPA–1 should be filled in as prescribed below) for supporting schedules prepared by means of mechanical accounting when the mechanical accounting form has been approved by the Surplus War Property Administrator. In such cases, the columnar arrangement and design of the mechanical type of forms shall correspond generally with Form SWPA–1.

4. As the "cover-transmittal" sheet (block headings of Form SWPA–1 should be filled in so far as possible) for reporting personal property surplus as the result of terminated contracts on "contract termination inventory sheets" when such sheets meet all of the following requirements:

(a) Contain all descriptive and other data required by this regulation in columns "a" through "h" of Form SWPA–1;

(b) Have been previously approved as to form for use as supporting schedules by the Surplus War Property Administrator [The Surplus War Property Administrator has approved War Department Termination Inventory Schedules C–1, C–2 and C–3 (W.D., A.G.O. Forms Nos. 247, 248 and 249) for use as supporting schedules. Accordingly, surplus termination inventory may be reported on these forms under cover of a Form SWPA–1, on which the block headings have been filled in];

(c) Duplicate copies are submitted to the disposal agency;

(d) The total number of lines for property items reported as surplus on the "contract termination inventory sheets" (after lining out or otherwise deleting from such sheets any items disposed of by reason of contract settlements or otherwise) are stated on the covering Form SWPA–1.

5. The property listed on any one report shall be confined to property at a single location, to be reported to one disposal agency, and classified in a single major group (two digits) of Standard Commodity Classification (Government Printing Office, May 1943 and February 1944) [The Surplus War Property Administrator has authorized the War Department—

(a) To report all surplus termination inventory to Reconstruction Finance Corporation;

(b) To include in a single report all surplus property comprised in a single termination inventory at a single location. Separate reports need not be submitted for each major group of the Standard Commodity Classification;

(c) To include in a single report all surplus property at a single location to be reported to United States Maritime Commission and War Food Administration, respectively. Separate reports need not be submitted for each major group of the Standard Commodity Classification.

In the case of surplus property other than termination inventory to be reported to Reconstruction Finance Corporation or Procurement Division, Treasury Department, separate reports will be submitted for each major group where the property falls into more than one major group of the Standard Commodity Classification.]

6. The "Report of Surplus Property" (and any supporting schedules) will be submitted in duplicate to the appropriate office of the designated disposal agency, for the region in which the property is located or other designated office listed in Exhibit II. [See §§ 829.907 to 829.908 for addresses of Regional Offices of Disposal Agencies. As an interim procedure, reports to Treasury Procurement Division will be submitted in triplicate, until further notice.]

7. When Form SWPA–1 is used as the actual schedule of property (as in 2 above), "continuation sheets" Form SWPA–1 (A) will be used for all pages except the first page.

8. *Withdrawals.* An owning agency will report the withdrawal of property which it has previously reported as surplus by forwarding duplicate copies of complete (all blocks and columns filled in as when previously reported) Forms SWPA–1 and SWPA–1 (A) for such property withdrawn, the word "Withdrawal" will be entered conspicuously at the top and right-hand margin of such forms.

BLOCK AND COLUMN INSTRUCTIONS

To. State the name and address (including street, city, zone and state) of the office of the disposal agency to which the property is being reported.

Disposal agency number. For use by disposal agency only.

From. State the name and address (including street number, city, zone and state) of the office at which the report was prepared. Always show department, bureau, office or other similar sub-division involved. Also, if different, state agent or office and address to which shipping instructions should be sent.

Location. State the address (including street number, city, zone and state) at which the property is located and the title or other identification of the property custodian.

Authorized reporting official. The signature of the reporting officer approving the report of surplus property shall appear in this space on the original form and his typewritten name on all copies of the form.

Title. Enter the title of the "authorized reporting official" described above.

Reporting agency number. Enter the report number assigned by the reporting agency to identify each report. [War Department reports will be numbered as follows; station identification number of field installation having jurisdiction of the property, followed by letter symbol of technical service, followed by serial number of report.]

Standard Commodity Classification Code No. Enter the code number (two digits) for the major group of Standard Commodity Classification covered by the report.

Page No. of. To identify each page and state local number of pages in each report.

Report date. Enter date report is forwarded to disposal agency.

Total cost this report. The sum of all amounts in column "h" (total cost) of all pages of the report (and supporting schedules) will be determined and entered in this block.

(a) *Line No.* Enter consecutive numbers (starting with "1" on each page) for each property item listed.

(b) *Description.* Describe each item in commercial terms, in sufficient detail for transfer or sale purposes, including customary trade specifications and descriptions ordinarily used in purchasing. When possible, include manufacturer's or vendor's catalog and catalog stock number.

State reporting agency's stock number in all cases where recorded in stock accounting records.

To the extent applicable, state color and brand. Also describe exactly the type of any containers or packages and the quantities in each.

In case of machine tools, other metalworking machinery and production equipment, give date of initial use, if possible, or approximate length of time of use; also show characteristics as follows:

(1) Type of machine, serial number and year built; (2) Maker's designation, work size capacity; (3) State if machine is complete with standard equipment as furnished by the manufacturer, and describe any extra attachments, special features, or mechanisms; (4) Power and type of drive (if electric, give particulars of motor, starter, including horsepower, voltage and all other current characteristics.)

All descriptions of much length should be written straight across columns (b) to (h) inclusive, making sure that the entries in all columns are clearly identifiable with the particular line number (property item). Leave a blank line space between line numbers (for use of disposal agency).

(c) *Standard commodity classification.* The detailed classification code numbers for each item according to the Standard Commodity Classification (Gov't Printing Office, May 1943 and February 1944) will be entered by the reporting agency when it determines that such procedure is most practicable. In all other cases, the detailed code numbers will be entered by the disposal agency.

(d) *Condition.* Indicate condition of property by the following letter-number code.

Code	Means
N	New
E	Used—reconditioned
O	Used—usable without repairs
R	Used—repairs required
X	Items of no further value for use as originally intended, but of possible value other than as scrap.
1	Excellent
2	Good
3	Fair
4	Poor

Except in case of code X, a letter-number combination must always be used to describe condition: For example: N1 (that is, new and in excellent condition); R3 (that is, used, minor repairs required).

(e) *Unit.* Indicate unit of measure for the container, package or other applicable customary sales unit, such as each, pounds, tons, dozen, gross, thousand, ream, bushel, feet, etc. Distinguish between long, short and metric tons. Standard, clearly understandable abbreviations may be used.

(f) *No. of unit.* Specify the quantities of each item reported surplus in terms of the "Unit" used in "e" above.

(g) *Unit cost.* Estimated cost when actual cost is not known. Estimated unit costs shall be indicated by the prefix (E). In case of machine tools, other metal-working machinery and production equipment, enter unit cost F. O. B. manufacturer or vendor to owning agency.

(h) *Total cost.* Compute total cost, i. e., "No. of Units" multiplied by "Unit Cost" equals "Total Cost."

ACKNOWLEDGMENT OF RECEIPT

The receipt of each "Report of Surplus" by the disposal agency will be acknowledged to the reporting office, e. g., by a post card notice stating the reporting agency's number, date of report, and the disposal agency's number.

§ 829.907 *Regional offices of Reconstruction Finance Corporation.*

ATLANTA REGION

Georgia, Alabama, Tennessee, Florida.

Regional Manager, Reconstruction Finance Corporation, Healey Bldg., Atlanta 3, Ga. (Mr. M. E. Everett, Manager).

BOSTON REGION

Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont.

Regional Manager, Reconstruction Finance Corporation, 40 Broad St., Boston 9, Massachusetts (Mr. John J. Hagerty, Manager).

CHARLOTTE REGION

North Carolina, South Carolina.

Regional Manager, Reconstruction Finance Corporation, Wilson Bldg., 109 West Third St., Charlotte 1, N. C. (Mr. John A. Campbell, Jr., Manager).

CHICAGO REGION

Illinois, Indiana, Iowa.

Regional Manager, Reconstruction Finance Corporation, 208 S. La Salle St., Chicago 4, Ill. (Mr. B. A. Mattingly, Manager).

CLEVELAND REGION

Ohio, West Virginia.

Regional Manager, Reconstruction Finance Corporation, Federal Reserve Bank Bldg., Cleveland 1, Ohio (Mr. J. A. Fraser, Manager).

DALLAS REGION

Northern and Western Texas including counties of Andrews, Archer, Armstrong, Bailey, Baylor, Bell, Borden, Bosque, Bowie, Briscoe, Brown, Burnet, Callahan, Camp, Carson, Cass, Castro, Childress, Clay, Cochran, Coke, Coleman, Collin, Collingsworth, Comanche, Concho, Cooke, Coryell, Cottle, Crane, Crockett, Crosby, Culbertson, Dallam, Dallas, Dawson, Deaf Smith, Delta, Denton, Dickens, Donley, Eastland, Ector, Ellis, El Paso, Erath, Falls, Fannin, Fisher, Floyd, Foard, Franklin, Freestone, Gaines, Garza, Glasscock, Gray, Grayson, Gregg, Hale, Hall, Hamilton, Hansford, Hardeman, Harrison, Hartley, Haskell, Hemphill, Henderson, Hill, Hockley, Hood, Hopkins, Howard, Hudspeth, Hunt, Hutchinson, Irion, Jack, Jeff Davis, Johnson, Jones, Kaufman, Kent, King, Knox, Lamar, Lamb, Lampasas, Leon, Limestone, Lipscomb, Loving, Lubbock, Lynn, McCulloch, McLennan, Marion, Martin, Menard, Midland, Milam, Mills, Mitchell, Montague, Moore, Morris, Motley, Navarro, Nolan, Ochiltree, Oldham, Palo Pinto, Panola, Parker, Parmer, Pecos, Potter, Rains, Randall, Reagan, Red River, Reeves, Roberts, Robertson, Rockwall, Runnels, Rusk, San Saba, Schleicher, Scurry, Shackelford, Sherman, Smith, Somervell, Stephens, Sterling, Stonewall, Sutton, Swisher, Tarrant, Taylor, Terry, Throckmorton, Titus, Tom Green, Upshur, Upton, Van Zandt, Ward, Wheeler, Wichita, Winkler, Wilbarger, Williamson, Wise, Wood, Yoakum, Young.

Regional Manager, Reconstruction Finance Corporation, Cotton Exchange Bldg., Dallas 1, Tex. (Mr. L. B. Glidden, Manager).

DENVER REGION

Colorado, New Mexico.

Regional Manager, Reconstruction Finance Corporation, Boston Bldg., Denver 2, Colo. (Mr. Ross L. Hudson).

DETROIT REGION

Michigan, except upper peninsula.

Regional Manager, Reconstruction Finance Corporation, 607 Shelby St., Detroit 26, Mich. (Mr. Arthur J. Fushman).

HOUSTON REGION

Southeastern Texas, including counties of Anderson, Angelina, Austin, Bastrop, Brazoria, Brazos, Burleson, Calhoun, Chambers, Cherokee, Colorado, Fayette, Fort Bend, Galveston, Grimes, Hardin, Harris, Houston, Jackson, Jasper, Jefferson, Lavaca, Lee, Liberty, Madison, Matagorda, Montgomery, Nacagdoches, Newton, Orange, Polk, Refugio, Sabine, San Augustine, San Jacinto, Shelby, Trinity, Tyler, Victoria, Walker, Waller, Washington, Wharton.

Regional Manager, Reconstruction Finance Corporation, Rusk Bldg., 723 Main St., Houston 2, Tex. (Mr. W. Y. Phillips).

KANSAS CITY REGION

Kansas, Oklahoma.

Regional Manager, Reconstruction Finance Corporation, Federal Reserve Bank Bldg., Kansas City 6, Mo. (Mr. Albert L. Strong).

LOS ANGELES REGION

Arizona, Southern California, including counties of Imperial, Inyo, Los Angeles, Orange, Riverside, San Bernardino, San Diego, Santa Barbara, Ventura.

Regional Manager, Reconstruction Finance Corporation, Pacific Mutual Bldg., Los Angeles 14, Calif. (Mr. Hector C. Haight).

MINNEAPOLIS REGION

Minnesota, Wisconsin, North Dakota, South Dakota.

Regional Manager, Reconstruction Finance Corporation, McKnight Bldg., Minneapolis 1, Minn. (Mr. China R. Clarke).

NEW ORLEANS REGION

Louisiana, Mississippi.

Regional Manager, Reconstruction Finance Corporation, Union Bldg., 837 Gravier St., New Orleans 12, La. (Mr. George W. Robertson).

NEW YORK REGION

New York, New Jersey.

Regional Manager, Reconstruction Finance Corporation, Federal Reserve Bank Bldg., 33 Liberty St., New York 5, N. Y. (Mr. Thomas J. Ahearn, Jr.).

OMAHA REGION

Wyoming, Nebraska.

Regional Manager, Reconstruction Finance Corporation, Woodman of the World Bldg., Omaha 2, Nebr. (Mr. Herbert S. Daniel).

PHILADELPHIA REGION

Pennsylvania, Delaware.

Regional Manager, Reconstruction Finance Corporation, 1528 Walnut St., Philadelphia 2, Pa. (Mr. E. Raymond Scott).

PORTLAND REGION

Washington, Idaho, Montana, Oregon.

Regional Manager, Reconstruction Finance Corporation, Pittock Bldg., Portland 5, Oreg. (Mr. William Kennedy).

RICHMOND REGION

Maryland, Virginia, Washington, D. C.

Regional Manager Reconstruction Finance Corporation, Richmond Trust Bldg., 7th and Main Sts., Richmond 19, Va. (Mr. W. B. Cloe).

ST. LOUIS REGION

Missouri, Kentucky, Arkansas.

Regional Manager, Reconstruction Finance Corporation, Landreth Bldg., 320 N. 4th St., St. Louis 2, Mo. (Mr. B. Glenn Culledge).

SAN ANTONIO REGION

Southern Texas, including the counties of Arkansas, Atascosa, Bandera, Bee, Bexar, Blanco, Brewster, Brooks, Caldwell, Cameron, Comal, DeWitt, Dimmit, Duval, Edwards, Frio, Gillespie, Goliad, Gonzales, Guadalupe, Hayes, Hidalgo, Jim Hogg, Jim Wells, Karnes, Kendell, Kennedy, Kerr, Kimble, Kinney, Kleburg, LaSalle, Live Oak, Llano, McMullen, Mason, Maverick, Medina, Nueces, Presidio, Real, San Patricio, Starr, Terrell, Travis, Uvalde, Van Verde, Webb, Willacy, Wilson, Zapata, Zavalla.

Regional Manager, Reconstruction Finance Corporation, Alamo National Bldg., San Antonio 5, Tex. (Mr. L. C. Andrews).

SAN FRANCISCO REGION

Nevada, Northern California including the counties of Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, Eldorado, Fresno, Glenn, Humboldt, Kern, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Luis Obispo, San Mateo, Santa Clara, Santa Cruz, Shasta, Siskiyou, Solano, Sonomo, Stanislaus, Sutter, Tehama, Trinity, Tulard, Tuolumne, Yolo, Yoba.

Regional Manager, Reconstruction Finance Corporation, 200 Bush St., San Francisco 4, Calif. (Mr. John S. McCullough).

SALT LAKE CITY REGION

Utah.

Regional Manager, Reconstruction Finance Corporation, Dooley Bldg., Salt Lake City 1, Utah (Mr. Gerald L. Leaver).

§ 829.908 *Regional Offices of Procurement Division, Treasury Department.*

REGION I

Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont.

Regional Director, Procurement Division, U. S. Treasury Department, Park Square Bldg., Boston 16, Mass. (Mr. Donald A. Mackay, Phone: Hubbard 2870).

REGION II

Pennsylvania, New Jersey, New York.

Regional Director, Procurement Division, U. S. Treasury Department, 76 9th Ave., New York 11, N. Y. (Mr. F. S. Albrecht, Phone: Chelsea 3-8950).

REGION III

District of Columbia, Delaware, Maryland, North Carolina, Virginia.

Regional Director, Procurement Division, U. S. Treasury Department, 1229 20th St., NW., Washington 25, D. C. (Mr. J. J. Connor, Phone: Executive 6400, Exts. 5035 and 5036).

REGION IV

Indiana, Kentucky, Ohio, West Virginia.

Regional Director, Procurement Division, U. S. Treasury Department, Faller Bldg., 8th and Walnut Sts., Cincinnati 14, Ohio (Mr. J. H. Little, Phone: Parkway 7160).

REGION V

Illinois, Michigan, Minnesota, North Dakota, South Dakota, Wisconsin.

Regional Director, Procurement Division, U. S. Treasury Department, Rm. 300, 209 S. LaSalle St., Chicago 4, Ill. (Mr. F. A. Mapes, Phone: Delaware 8300).

REGION VI

Alabama, Florida, Georgia, Mississippi, South Carolina, Tennessee.

Regional Director, Procurement Division, U. S. Treasury Department, 10 Forsyth St. Bldg., Atlanta 3, Ga. (Mr. John D. Tompkins, Phone: Walnut 5081).

REGION VII

Arkansas, Louisiana, Oklahoma, Texas.

Regional Director, Procurement Division, U. S. Treasury Department, 609 Neil P. Anderson Bldg., Fort Worth 2, Tex. (Mr. Hamilton Morton, Phone: 2-1287).

REGION VIII

Iowa, Kansas, Missouri, Nebraska.

Regional Director, Procurement Division, U. S. Treasury Department, 2605 Walnut St., Kansas City 2, Mo. (Mr. W. B. Edgar, Phone: Westport 4903).

REGION IX

Colorado, New Mexico, Utah, Wyoming.

Regional Director, Procurement Division, U. S. Treasury Department, 7th Fl., Exchange Bldg., 1030 15 St., Denver 2, Colo. (Mr. Alden W. Pool, Phone: Keystone 4151).

REGION X

Arizona, California, Nevada.
Regional Director, Procurement Division, U. S. Treasury Department, 335 Fell St., San Francisco 2, Calif. (Mr. Thomas C. Stephens, Phone: Underhill 1922).

REGION XI

Idaho, Oregon, Montana, Washington.
Regional Director, Procurement Division, U. S. Treasury Department, 2005 5th Ave., Seattle 1, Wash. Mr. Orrin C. Bradeen, Phone: Main 2782).

§ 829.909 *Stockpile materials.*

Material, Minimum Quantity and Specific Types and Grades

Agar; 250 pounds; Medical Department supply catalog, item numbers 10460, 10460–12, 10460–32, 10460–40, 10460–48, 10460–50, 10460–88, 1K90020, 10460–46 bulk Agar.
Aluminum ingot; 50,000 pounds; primary or secondary refined metal (99% minimum Al).
Antimony; 25 short tons; refined metal, needle antimony, antimony sulfide, antimony ores and concentrates.
Asbestos:
- Rhodesian chrysolite; 5 short tons; commercial grades C & G/1, C & G/2 Unfabricated.
- South African amosite; 5 short tons; commercial grades B–1, B–3, D–3, 3DM–1 Unfabricated.

Bauxite; 25 long tons; commercial grade A.
Beryl; 5 short tons; beryl ore (minimum 8% BeO), beryllium oxide, beryllium metal.
Bismuth; 5 pounds; bismuth metal, pharmaceutical compounds.
Cadmium; 5 pounds; metal in sticks, ingots, slabs, ball anodes or other refined forms.
Calcite, optical; 100 pounds; clear, flawless crystals, minimum 1½" di.
Chromite:
- Chemical grade; 25 long tons; commercial ore or concentrates. Dry chromium chemicals.
- Metallurgical grade; 25 long tons; ore (42% minimum Cr_2O_3, 2.8 minimum Cr/Fe ratio), ferrochromium, chromium metal.
- Refractory grade; 25 long tons; all commercial grades.

Chalk, English; 10 short tons; any.
Clay, English China; 10 short tons; all commercial grades.
Cobalt; 2,000 pounds cobalt content; refined metal, oxide, ores, concentrates, crudes.
Columbite; 500 pounds columbite content; ore (45% minimum Cb_2O_5 ferrocolumbium).
Copper; 25 short tons; all primary copper refinery forms. Ingot and other heavy mill forms. Also cartridge (70–30) brass ingot, mill forms.
Cordage fibers: Manila and sisal; 400 pounds or 1 bale; fiber or new cordage.
Corundum; 10,000 pounds; ore or grain.
Cryolite, natural; 25 long tons; natural ore.
Diamonds, industrial; no minimum; stones (unset), powder, dust.
Diamond dies; no minimum; finished dies.
Emery; 25 short tons; ore or grain. Turkish or Greek origin only.
Emetine; 100 ounces; Medical Department supply catalog; item numbers 11720, A320800, A320830, A321000, A321010. Emetine in bulk.
Ergot, 250 pounds; material in bulk quantities.
Fluorspar: Acid or metallurgical; 25 short tons; commercial grades.
Graphite: Amorphous lump, 97% minimum; 5 short tons; any amorphous lump (97% minimum C).
- Crystalline fines; 25 short tons; Madagascar; or domestic grades A, 1A and 1B, smaller than 60 mesh.
- Flake; 5 short tons; Madagascar flake, 60 mesh or larger.

Hyoscine; 25 ounces; hyoscine hydrobromide in bulk or standard packages.
Indium; 100 troy ounces; metal in refinery forms. Plating salts.
Iodine; 2,000 pounds; crude iodine.
Jewel bearings: Instrument rings, sapphire vees, watch rings, and other instrument and watch jewels; no minimum; set or unset.
Kapok; 100 pounds; raw fiber.
Kyanite, Indian; 25 short tons; ore.
Lead; 25 short tons; antimonial, common or corroding grade metal in all refinery forms. Ores and concentrates.
Magnesium Ingot; 50,000 pounds; primary or secondary refined metal.
Manganese:
- Battery grade; 25 long tons; commercial battery ore, lump or pulverized battery mixes not acceptable.
- Metallurgical grade; 25 long tons; ore (45% minimum Mn).

Mercury; 10 flasks; metallic or contained in chemicals.
Mica:
- Muscovite block and film, good stained and better; no minimum; commercial grade, larger than 1 square inch.
- Muscovite block, stained and lower; no minimum; commercial grade, larger than 1 square inch.
- Muscovite splittings; no minimum; commercial grades, unbonded.
- Phlogopite (amber) splittings; no minimum; commercial grades, unbonded.
- Phlogopite (amber) block; no minimum; commercial grade, larger than 1 square inch.

Molybdenum; 10,000 pounds molybdenum content; molybdenum concentrates, oxide, calcium molybdate, ferromolybdenum, ammonium molybdate, molybdenum powder.
Monazite; 5 short tons; ore.
Nickel (including monel); 10,000 pounds nickel content; refined metal in any form.
Pepper; 1,000 pounds; commercial grades, ground or unground.
Platinum group metals:
- Iridium; no minimum; refined iridium or alloys with other platinum group metals. Crudes or semi-refined forms.
- Osmium; no minimum; refined osmium or alloys with other platinum group metals. Crudes or semi-finished forms.
- Palladium; no minimum; refined palladium or alloys with other platinum group metals. Crudes or semi-refined forms.
- Platinum; no minimum; refined platinum or alloys with other platinum group metals. Crudes or semi-refined forms.
- Rhodium; no minimum; refined rhodium or alloys with other platinum group metals. Crudes or semi-refined forms.
- Ruthenium; no minimum; refined ruthenium or alloys with other platinum group metals. Crudes or semi-finished forms.

Quartz crystals: radio grade; no minimum; oscillator plates and blanks (active) NBS grades 1, 2 and 3 crude quartz crystals.
Quebracho; 5 long tons; extract in bulk.
Quinidine sulfate; 25 ounces; Medical Department supply catalog, item No. 13870, material in bulk.
Quinine; 100 ounces; Medical Department supply catalog, item numbers 13900, 13910, 13900–12, 13900–03, 13900–05, A–717000, A–716500, A–716600. Quinine sulfate or hydrochloride in bulk.
Rubber: Crude rubber and natural rubber, latex; 5 long tons; any.
Rutile; 5 short tons; ore or concentrates.
Sapphire (Natural and synthetic); no minimum; any suitable for jewel bearings.
Selenium; 1,000 pounds; commercial forms or compounds.
Shellac; 10,000 pounds; bulk shellac of all grades (dry flake).
Strontium, celestite; 25 short tons; ores.
Talc:
- Steatite, block or lava; 10 short tons; quality suitable for electronic tube spacers, minimum 3-pound pieces.
- Steatitle, ground; 5 short tons; any.

Tantalite; 100 pounds tantalite content; tantalite ore, potassium tantalum fluoride, tantalum oxide, tantalum metal powder.
Tin; 100 pounds; concentrates. Pig tin.
Tungsten; 10,000 pounds tungsten content; ores and concentrates (55% minimum WO_3), commercial ferrotungsten, tungsten powder.
Vanadium; 10,000 pounds vanadium content; vanadium oxide (70% minimum V_2O_5), ferrovanadium.
Wool; 300 pounds; raw wool, greasy or cleaned.
Zinc; 25 short tons; slab zinc, all grades. Zinc ores and concentrates, zinc oxide.
Zirconium: Baddeleyite and zircon; 5 short tons; ores or concentrates.

§ 829.909–1 *W.D., A.G.O. Form 257.*

STOCKPILE MATERIALS—REQUEST FOR DISPOSITION INSTRUCTIONS

(See instructions on reverse side. See also §§ 826.634, 826.644 and 829.909)

1. From: (Requesting Field Installation).	2. To: (Responsible Chief of Service).		3. Date.
Request is made that disposition instructions be obtained for the following lot of material.			
4. Material.	5. Subgroup.	6. Quantity.	7. Analysis. State whether an actual analysis or guaranteed max. or min.
8. Type or grade.	9. Physical form and size.		Element / Percent Weight
10. Source of analysis shown in 7.	11. Specification purchased under.		
12. Original producer or source.	13. Condition of material.		
14. Present location (city).	15. Kind and condition of packaging.		
16. Comments or additional descriptive information.			
17. Inclosures.	18. Name, position and signature of person preparing report.		

STOCKPILE MATERIALS—REQUEST FOR DISPOSITION INSTRUCTIONS—Continued

FIRST INDORSEMENT

19. From (Chief of Service).	20. To: The Director, Production Division, Headquarters Army Service Forces. Attn: Chief, Materials Branch.	21. Date.	22. Lot No.
Request is made for a determination as to whether subject lot of material is to be held for stockpile or disposed of as surplus.			
23. Name, position and signature of person making indorsement for chief of service.			

SECOND INDORSEMENT

24. From: The Director, Production Division, Headquarters Army Service Forces.	25. To: (Chief of Service).	26. Date.
Person who determines suitability for stockpile will initial proper action and strike out other.	Subject lot of material is to be held for stockpile. Action required by § 826.634.2 (b) will be taken. This form will be returned with 3rd Indorsement completed.	
	Subject lot of material is not desired for stockpile. Action required by § 826.634.2 (c) will be taken. 3rd Indorsement need not be completed.	
27. Name, position and signature of person recommending action.	28. For the Director, Production Division. Chief, Materials Branch.	

THIRD INDORSEMENT

29. From: (Chief of Service).	30. To: The Director, Production Division, Headquarters Army Service Forces. Attn: Chief, Materials Branch.	31. Date.
Subject lot of material has been placed in permanent storage as directed by 2nd Indorsement. The following refers to permanent storage location. Any necessary future movement will be similarly reported. Material will not be disposed of without authorization.		
32. Name and location of storage point.	33. How stored.	
34. Custodian.	35. Kind and condition of packaging.	
36. Name, position and signature of person making indorsement for chief of service.		

W.D. A.G.O. Form 257
13 June 1944.

INSTRUCTIONS

A separate request will be filed for each lot of material. A lot is defined as any quantity to which the same analysis or other measure of quality applies. Report all material at a given location if the total of all lots at that location equals or exceeds the minimum shown in § 829.909.

In completing items 4 thru 16, any available Government records, or contractor's or supplier's records made available to the Government, will be referred to in order that the information will be as complete and specific as possible. A proper determination of suitability for stockpiling will depend upon having specific information. No actual analysis or other tests, other than visual inspection, need be carried out in order to complete the information.

The following instructions refer to the corresponding items in the requist form and indorsements thereto:

4 and 5—Use terminology as in § 829.909, col. 1. Leave 5 blank if not applicable.

6—State quantity of lot in commercial unit and show unit. State whether quantity applies to the gross weight or to the contained weight of the material named in 4.

7—Show an actual analysis of record, or a guaranteed analysis, if available, and state which. If none available, so state.

8—Where 4 is a generic term, show here the commercial name of the actual subject material. I. e. where 4 is "vanadium," 8 might be "fused black vanadium oxide" or "ferrovanadium".

10—Quote the source or authority for the analysis shown in 7.

11—Where 7 is not available, show a recognized specification under which the material was purchased.

17—Inclose any inspection records or other documents which would add to the information shown in 4 thru 16.

22—The chief of service will serial number, upon receipt, all lots of a given material and sub-group handled thru his office, regardless of the originating field installation. This will be used for reference in any necessary separate communications.

33—State whether stored in the open (and if so, whether on the ground or on a pavement), in an open shed or in an enclosed building. State also, where applicable, any precautions taken to prevent loss or damage by the elements.

34—Responsible War Department Office or Officer.

35—Repeat item 15 unless material has been packed or repacked or unless condition of packages has changed.

Three copies of each request will be sent by the requesting field installation to the responsible Chief of Service. After completing 1st indorsement, Chief of Service will forward two copies to the Director, Production Division, Headquarters Army Service Forces.

§ 829.910 *Monthly report of redistribution and disposal of excess and surplus serviceable property.*

Tech. service or service command / Procurement office or installation	REDISTRIBUTION AND DISPOSAL OF SERVICEABLE PROPERTY EXCESS AND SURPLUS	Control approval symbol RCS-5 / Month

Line No.	STATUS AND TYPE OF ACTION		Cost
	Section I.—Available excess and surplus:		
1	Available for redistribution and disposal first of month		
2	Made available during month		
	a. Military property		
	b. Contract termination property		
	c. Other nonmilitary property		
3	Withdrawn from available excess and surplus		
	a. Redistributed within reporting agency		
	b. Transfers to war reserve and stockpile		
	c. Transfers to salvage		
4	Adjustments		
5	Balance before disposal (Line 1+2—3, + or —4)		

	Section II.—Disposals and redistributions:	Cost	Selling price
6	Transferred to other War Department components		
7	Transferred to Navy Department		
8	Transferred to other Federal agencies		
9	Sold to Red Cross and U. S. O.		
10	Sold to contractors		
11	Sold or retained by CPFF contractors		
12	Other disposals		
13	Total War Department disposal and redistribution (Lines 6 through 12).		
14	Transfers to or on order of disposal agencies (Line 22, Col. d)		
15	Total redistribution and disposal (Line 13+14)		
16	Available for redistribution and disposal end of month (Line 5—15)		

	Section III.—Disposal agencies summary—Cost of property:					
	Disposal Agency	On hand first of month (a)	Reported month (b)	Withdrawn month (c)	Disposals month (d)	On hand end of month (e)
17	Treasury Dept.					
18	R. F. C.					
19	R. F. C. (Aircraft)					
20	Maritime Comm.					
21	War Food Admin.					
22	Total					

REDISTRIBUTION AND DISPOSAL OF SERVICEABLE PROPERTY EXCESS AND SURPLUS—Continued

	Section IV.—Contractor-owned termination inventory:	Cost	Disposal credits
23	Inventory on hand first of month		
24	Inventories reported during month		
25	Serviceable property retained or sold by contractor		
26	Property sold or retained by contractor as scrap		
27	Title taken by Government		
28	Inventory on hand end of month		

Remarks:

WD AGO Form 256
1 December 1944
This form supersedes WD AGO Form 256, 1 June 1944, which will not be used after receipt of this revision.

§ 829.910–1 *Instructions as to monthly report of redistribution and disposal of excess and surplus serviceable property.* There are set forth in the succeeding subparagraphs instructions with respect to the information to be contained on the various lines of the report form. Subparagraph (I–1) contains instructions with respect to section I, line 1. Subparagraph (II–2) contains instructions with respect to section II, line 2, etc.

(I–1) Enter the cost of excess and surplus serviceable property of all types on hand at the beginning of the month available for redistribution and disposal. This figure will be identical with that reported on Line 16 of the report for the preceding month.

(I–2) Enter the cost of additional excess and surplus property made available for redistribution or disposal during the month, subdivided as to: (a) Military property; (b) Contract Termination property; and (c) Other non-military property. Such subdivisions will be made in accordance with the following definitions:

(a) Military property to be reported will include items in excess of the disposal level and all other items of military property processed as surplus and excess.

(b) Contract termination property will include Government-owned property made available for redistribution or disposal due to contract termination, including (1) Government free issue and Government furnished equipment on fixed price contracts; (2) property made available under terminated CPFF contracts; and (3) that portion of contractor-owned property to which title has been taken by the Government.

(c) Other non-military property will consist of that which becomes excess or surplus for other reasons and from other sources.

(I–3) Enter the cost of property withdrawn from available excess and surplus serviceable property during the month for the following reasons: (a) Redistributed within the reporting agency; (b) Transfers to war reserve and stockpile; (c) Transfers to salvage. Such subdivisions will be made in accordance with the following definitions:

(a) Property redistributed within the reporting technical service or service command during the month.

(b) Military property transferred to war reserve in accordance with Supply Control procedures.

(c) The cost of excess or surplus property (previously included as serviceable property) transferred to salvage officers for disposal. This will include (a) residual costs of assemblies from which parts have been sold or used and (b) costs of nominal quantities disposed of in accordance with § 827.701.

(I–4) Enter any adjustments made necessary by errors in previously reported figures which are required to correct the amount shown as available for disposal on Line 5. Explain such adjustments on the back of the report or on an attached sheet. Credit figures will be prefixed by a minus (—) sign.

(I–5) Enter the balance before disposal—that is, Line 1 plus Line 2 minus Line 3, plus or minus any adjustments shown on Line 4. This represents the estimated cost of property available for disposal outside of the reporting agency prior to disposals and redistributions during the month.

(II–6) Enter the cost of excess property transferred to other War Department components. (§ 823.308)

(II–7) Enter the cost of excess property transferred to the Navy Department. (§ 823.309)

(II–8) Enter the cost of excess property transferred to other Federal agencies. (§§ 823.307, 823.310)

(II–9) Enter the cost of excess property sold to Red Cross and USO and the selling price received. (§ 823.302)

(II–10) Enter the cost of excess property sold to contractors and the selling price received. (§§ 823.301, 823.317)

(II–11) Enter the cost of excess property sold or retained by CPFF contractors and the selling price received. (§ 823.306)

(II–12) Enter the cost of excess property disposed of by any other method. Explain the nature of such transactions in the space provided for remarks or on an attached sheet. If sales of property are involved, show cost and selling price for each type of transaction.

(II–13) Enter the total of Lines 6 through 12.

(II–14) Enter the cost of surplus property disposed of by disposal agencies during the month as shown on Line 22, Column (d).

(II–15) Enter the total of Lines 13 and 14.

(II–16) Enter the balance available for disposal at the end of the month (Line 5 minus Line 15).

(III–17—III–22) Enter the cost of surplus property for the named disposal agency which was (a) reported to disposal agencies in previous months but not disposed of by them at the first of the reporting month (this figure must agree with the corresponding entry in Column *e* of the preceding month's report); (b) reported to disposal agencies during the month as evidenced by report form SWPA–1 (§ 827.703); (c) withdrawn from disposal agencies during the month by issuance of withdrawal reports (§ 827.706); (d) disposed of by disposal agencies during the month as evidenced by instructions (§ 827.708); (e) reported to disposal agencies but on hand at the end of the month. The figure in Column *e* represents the cost of all property reported to disposal agencies for which shipping instructions have not yet been received. Column *e* must equal Columns *a* plus *b* minus *c* minus *d*. Failure to effect this balance, due to errors on previous reports, will be adjusted in Column *b* and explained in the space provided for remarks or on an attached sheet. In the event of a transfer of accountability to another service after it has been included in Column *b* (such as transfers of production equipment for storage), the transfers will be treated as a withdrawal in Column *c* in the month in which the transfer is made. The service picking up accountability will record the transfer as an addition in Column *b*. The amounts of such transfers out and transfers in will be noted in the space provided for remarks by both the transferring and receiving service. Corrections due to reporting to incorrect disposal agencies will be reflected in Column *b* on the correct agency line and in Column *c* for the incorrect agency in the month in which the correction is made. Enter on Line 22 the totals of entries on Lines 17 through 21.

(IV–23) Enter the cost of contractor-owned termination property reported on inventory listings (submitted in connection with contract terminati n) which have not been disposed of at the first of the month. (This figure must agree with the corresponding entry in IV–28 of the preceding month's report.)

(IV–24) Enter the cost of contractor-owned property reported on inventory listings in connection with contract terminations during the month.

(IV–25) Enter the cost of contract termination property sold or retained by the contractor during the month as other than scrap and the realization through disposal credits resulting from such transactions.

(IV–26) Enter the cost of contract termination property sold or retained by the contractor as scrap and the realization through disposal credits resulting from such transactions.

(IV–27) Enter the cost of contractor-owned property resulting from contract termination, title to which was taken by the Government during the month.

(IV–28) Enter balance of contractor-owned property yet to be disposed of (Line 23, plus Line 24, minus Line 25, minus Line 26, minus Line 27).

[F. R. Doc. 44–18058; Filed, Nov. 27, 1944; 1:50 p. m.]

TITLE 29—LABOR

Chapter VI—National War Labor Board

PART 802—RULES OF PROCEDURE

PETITION FOR REVIEW

Section 802.55 (b) has been amended to read as follows:

§ 802.55 *Disposition of applications for approval of wage or salary increases in which the application indicates that no price relief will be sought if approval is granted.* * * *

(b) If the Regional Wage Stabilization Director disapproves the application (or approves a lesser increase than that requested) the applicant, or any applicant, if there be more than one, may, as a matter of right, within 14 days after the date of the mailing of the ruling, file with the Regional Board a petition for review on the merits by that Board of the ruling of the Regional Wage Stabilization Director. Such petition, if filed, shall be in writing and shall be accompanied by 3 copies, and an additional copy shall be served upon each of the other parties to the application who have not joined in the petition. The Regional Wage Stabilization Director may review the petition before it is acted upon by the Regional Board, and, on the basis of the facts set forth therein, may reverse or modify his ruling and issue a new ruling

on the application. If such new ruling is issued, the applicants shall have the same right to appeal as from the original ruling, as provided herein. If the Regional Wage Stabilization Director does not reverse or modify his ruling, the Regional Board shall rule upon the application on the basis of the entire record of the case, and such other information as may be available to it.

(E.O. 9250, Oct. 2, 1942, 7 F.R. 7871; as amended by E.O. 9381, Sept. 25, 1943, 8 F.R. 13083; E.O. 9328, Apr. 8, 1943, 8 F.R. 4681; Act of Oct. 2, 1942, S 578, 56 Stat. 765, Pub. Law 729, 77th Cong.)

Adopted November 18, 1944.

FRED E. DESMOND,
Acting Executive Director.

[F. R. Doc. 44-18194; Filed, Nov. 30, 1944; 9:38 a. m.]

Chapter IX—War Food Administration (Agricultural Labor)

PART 1107—SPECIFIC WAGE CEILING REGULATIONS

STABILIZATION AND LIMITATION OF SALARIES PAID TO AGRICULTURAL LABOR

Correction

In F. R. Doc. 44-16380, appearing at page 12807 of the issue for Wednesday, October 25, 1944, the fifth line of § 1107.8 (a) should read "increased in contravention of these regu-".

TITLE 32—NATIONAL DEFENSE

Chapter VIII—Foreign Economic Administration

Subchapter B—Export Control

[Amdt. 262]

PART 805—SELECTED DESTINATIONS CLEARANCE PROCEDURE

VATICAN CITY

Section 805.2 *Selected destinations* is hereby amended by deleting "Vatican City" from the list of destinations set forth therein.

(Sec. 6, 54 Stat. 714; Pub. Law 75, 77th Cong.; Pub. Law 238, 77th Cong.; Pub. Law 397, 78th Cong.; E.O. 9361, 8 F.R. 9861; Order No. 1, 8 F.R. 9938; E.O. 9380, 8 F.R. 13081; Delegation of Authority No. 20, 8 F.R. 16235; Delegation of Authority No. 21, 8 F.R. 16320)

Dated November 24, 1944.

S. H. LEBENSBURGER,
Director,
Requirements and Supply Branch,
Bureau of Supplies.

[F. R. Doc. 44-18196; Filed, Nov. 30, 1944; 10:38 a. m.]

[Amdt. 263]

PART 801—GENERAL REGULATIONS

PROHIBITED EXPORTATIONS; MISCELLANEOUS COMMODITIES

Section 801.2 *Prohibited exportations* is hereby amended in the following particulars: In the column headed "General License Group" the group and country designations assigned to the commodity listed below, at every place where said commodity appears in said section, is hereby amended to read as follows:

Commodity and Department of Commerce Number	*General license group*
Aluminum and aluminum alloy products:	
Aluminum scrap, 6301.00	K
Brushes:	
Household brushes, 9826.10:	
Scrub brushes, household, 9826.10	None
Other household brushes, n. e. s, 9826.10	K
Paint brushes (include industrial paint brushes, artists' paint brushes, and camel hair sword striping pencils), 9825.01:	
Paint brushes, hog bristle (specify length of bristle), 9825.01	None
Other paint brushes, n. e. s., 9825.01	K
Toilet brushes, other than toothbrushes, 9824.00	K
Other brushes, including rubber, 9826.91:	
Rubber brushes, 9826.91	None
Wire brushes, 9826.91	None
Other brushes, n. e. s., 9826.91	K
Buttons:	
Buttons of all materials except synthetic resins, pearl or shell, 9712.90:	
Metal buttons, 9712.90	K
Other buttons, n. e. s., 9712.90	K
Button parts, backs, blanks and molds, 9713.00:	
Of metal, 9713.00	K
Of other materials, 9713.00	K
Cotton manufactures:	
Other cotton manufactures, n. e. s., (include molleton padding, fishnets, dyed cotton flocks, and semi-manufactures, n. e. s.), 3199.00:	
Mop heads, cotton, 3199.00	K
Other cotton manufactures, n. e. s. (exclude mop heads), 3199.00	None
Cryolite:	
Natural cryolite, 5960.10	K
Ferro-alloys:	
Ferrotungsten, 6220.96	K
Graphite and manufactures:	
Manufactures in which either flake, or crystalline lump, or chip graphite is an essential component, including graphite crucibles, retorts, and stoppers, 5480.55:	
Graphite crucibles, 5480.55	K
Other manufactures in which either flake or crystalline lump, or chip graphite is an essential component, 5480.55	None
Iron & steel semimanufactures:	
Pig iron, 6007.00	K
Magnesium:	
Magnesium metal in primary forms, 6638.00	K
Magnesium metal in other forms, n. e. s. and magnesium ribbons, 6691.05	K
Magnesium powder, 6691.01	K
Miscellaneous:	
Notions, cheap novelties and specialties, n. e. s., 9840.98:	
Apparel findings of metal (include metal buckles, eyelets, hooks, fasteners and zippers) (report shoe findings in 9853.00), 9840.98	K
Pins; bank, bobby, common, straight and safety, 9840.98	None
Other notions, cheap novelties and specialties, n. e. s., 9840.98	K
Miscellaneous—Continued.	
Shoe findings, except leather and rubber (include heels of wood, covered or uncovered), 9853.00	K
Nonmetallic minerals:	
Nonmetallic mineral products except precious, n. e. s. (include dead-burned dolomite, crushed stone, gravel, crushed slate, silex, crude chalk and chalk manufactures) report chalk crayons in 9306.00), 5960.98:	
Lithium ore (including spodumene, lepidolite, amblygonite, triphylite, petalite, zinnwaldite, crude lithium sodium phosphate and all other lithium bearing ores and concentrates), 5960.98	K
Other nonmetallic mineral products, n. e. s., 5960.98	None
Petroleum products:	
Petroleum coke, 5048.00	K
Vegetable products, miscellaneous:	
Brooms, 2935.00	K

(Sec. 6, 54 Stat. 714; Pub. Law 75, 77th Cong.; Pub. Law 238, 77th Cong.; Pub. Law 397, 78th Cong.; E.O. 9361, 8 F.R. 9861; Order No. 1, 8 F.R. 9938; E.O. 9380, 8 F.R. 13081; Delegation of Authority No. 20, 8 F.R. 16235; Delegation of Authority No. 21, 8 F.R. 16320)

Dated: November 27, 1944.

S. H. LEBENSBURGER,
Director,
Requirements and Supply Branch,
Bureau of Supplies.

[F. R. Doc. 44-18197; Filed, Nov. 30, 1944; 10:38 a. m.]

[Amdt. 264]

PART 801—GENERAL REGULATIONS

PROHIBITED EXPORTATIONS; MISCELLANEOUS ITEMS

Amendment No. 235 published October 3, 1944 (9 F.R. 11993) is hereby corrected by substituting Department of Commerce No. 7710.00 in lieu of the number 7750.98 which appears directly after the commodity "Coffee Mills and Parts, Power" under the commodity heading *"Industrial Machinery"*.

(Sec. 6, 54 Stat. 714; Pub. Law 75, 77th Cong.; Pub. Law 238, 77th Cong.; Pub. Law 397, 78th Cong.; E.O. 9361, 8 F.R. 9861; Order No. 1, 8 F.R. 9938; E.O. 9380, 8 F.R. 13081; Delegation of Authority No. 20, 8 F.R. 16235; Delegation of Authority No. 21, 8 F.R. 16320)

Dated: November 29, 1944.

S. H, LEBENSBURGER,
Director,
Requirements and Supply Branch,
Bureau of Supplies.

[F. R. Doc. 44-18198; Filed, Nov. 30, 1944; 10:38 a. m.]

Chapter IX—War Production Board

AUTHORITY: Regulations in this chapter unless otherwise noted at the end of documents affected, issued under sec. 2 (a), 54 Stat. 676, as amended by 55 Stat. 236 and 56 Stat. 177; E.O. 9024, 7 F.R. 329; E.O. 9040, 7

F.R. 527; E.O. 9125, 7 F.R. 2719; W.P.B. Reg. 1 as amended Dec. 31, 1943, 9 F.R. 64.

PART 933—COPPER

[Supplementary Order M-9-c-4, as Amended Nov. 30, 1944]

INSTALLATION AND SALE OF PIPE, TUBING AND BUILDING MATERIAL [1]

§ 933.15 *Supplementary Conservation Order M-9-c-4*—(a) *Definitions.* For the purposes of this order:

(1) "Copper" means unalloyed copper metal. It shall include unalloyed copper metal produced from scrap.

(2) "Copper base alloy" means any alloy metal in the composition of which the percentage of copper metal by weight equals or exceeds 40% of the total weight of the alloy metal. It shall include alloy metal produced from scrap.

(3) "Copper or copper base alloy pipe or tubing" means any pipe, tube or tubing into which there has been incorporated any copper or copper base alloy (except as plating or where the item contains less than 25% of copper or copper base alloy by weight).

(4) "Copper or copper base alloy building material" means any brass mill product [2] of the following types: Sheet, plate, roll, strip, rod, bar, extruded shapes and wire into which there has been incorporated any copper or copper base alloy (except as plating or where the item contains less than 25% of copper or copper base alloy by weight).

(b) *Restrictions on installations of certain copper products*—(1) *Restrictions.* Installation of certain copper and copper base alloy products is prohibited notwithstanding any contract or agreement of any person to make the installation and notwithstanding any preference rating or CMP allotment, in the following instances:

(i) The installation in place, of any copper or copper base alloy building material in or on any building or structure, or in or on any cooling tower or water tower.

(ii) The installation in place, for plumbing, heating or cooking purposes, of any copper or copper base alloy pipe or tubing, in any building or structure.

(iii) The installation in place, whether inside or outside of a building, of any copper or copper base alloy pipe or tubing in any water supply or water distribution system, in any water sprinkling system, or in or on any cooling tower or water tower.

(2) *Exceptions.* Notwithstanding the prohibitions against installation of paragraph (b) (1):

(i) Copper or copper base alloy building material may be installed in place when necessary to replace in or on a building, structure or system, like worn out items of copper or copper base alloy building material.

(ii) Copper or copper base alloy pipe or tubing in the possession of the person owning a building, structure or system, or in the inventory of a plumber, jobber, distributor, or warehouse other than a brass mill warehouse (which is authorized to replace deliveries from stock under the provisions of letter BM-36 (WPBI-505-Brass Mill warehouse re-replacement orders) of July 23, 1943), (a) may be installed in place when necessary to replace in, or on such building, structure or system, like worn out items of copper or copper base alloy pipe or tubing; and (b) may be installed in place when necessary to connect a new water heater which is being installed to replace a water heater worn out and damaged beyond repair, provided that copper or copper base alloy pipe or tubing was similarly used in the installation which is being replaced.

(iii) Copper or copper base alloy pipe and tubing may be connected to a water supply or distribution system if the pipe or tubing is to be used both underground and outside of a building. Copper or copper base alloy pipe and tubing may be connected to a gas supply or distribution system if the pipe or tubing is to be used underground and outside of a building, or inside of a building for purposes other than plumbing, heating or cooking.

(iv) Copper or copper base alloy tubing may be installed in place in a heat exchanger for a cooling tower.

(v) Copper or copper base alloy building material, pipe and tubing purchased by or for the account of the Army or Navy of the United States, the United States Maritime Commission, the War Shipping Administration, or the Veterans' Administration may be installed in place: *Provided, however,* That nothing in this order shall supersede any applicable instructions to any officers of the foregoing, including without limitation the directive for War Time Construction dated May 20, 1942, issued by the Chairman of the War Production Board, the Secretary of War and the Secretary of the Navy, or the List of Prohibited Items for Construction Work dated April 1, 1942, issued by the Army and Navy Munitions Board, as amended from time to time.

(vi) Copper or copper base alloy building material, pipe and tubing may be installed in place, upon the written authorization of the War Production Board, authorizing the specific installation. Applications for such authorization may be made by letter setting forth the reasons why the person applying believes such material should be installed in or connected to a structure or system. If the applicant is applying for authorization to begin construction on Form WPB-617, he may apply for authorization under this order on that Form or in a supplemental letter attached thereto, and need not make a separate application.

(c) *Restrictions on delivery.* Notwithstanding any contract or agreement to the contrary or the receipt of any CMP order or a preference rating, no person shall deliver, sell or otherwise dispose of any copper or copper base alloy building material, pipe or tubing, if it is to be used for a purpose prohibited by this order; and no person shall accept delivery or a transfer of, or purchase, such building material, pipe or tubing unless the person making the delivery, sale or other disposition was permitted to do so. The foregoing shall not prevent:

(1) Delivery, sale or disposal to, or acceptance of delivery or transfer by or purchase by, a brass mill or a person regularly engaged in the business of selling copper or copper base alloy scrap.

(2) Delivery, sale or disposal to, or acceptance of delivery or transfer by or purchase by Defense Supplies Corporation, Metals Reserve Company or any other corporation organized under section 5 (d) of the Reconstruction Finance Act as amended (except Defense Plant Corporation) or any person acting as agent for any such corporation (except Defense Plant Corporation).

(3) Delivery, sale or disposal to, or acceptance of delivery or of transfer by or purchase by, any person upon the written authorization of the War Production Board permitting the specific delivery sale or disposal. Applications for authorization may be made by the person seeking to make delivery, sale or disposal, by letter setting forth the reasons why the person believes such material should be delivered, sold or otherwise disposed of.

(d) *Restrictions on sale and use of nails, tacks, screws, nuts, bolts, rivets, washers, and expansion shields.* (1) No manufacturer, warehouse, store or outlet, other than a retail store or retail outlet, shall sell or deliver, without the specific authorization in writing of the War Production Board, any copper or copper base alloy nails, tacks, screws, nuts, bolts, rivets, washers or expansion shields except on a preference rating of AA-5 or higher.

(2) No retail store or retail outlet shall sell or deliver, without the specific authorization in writing of the War Production Board, any copper or copper base alloy nails, tacks, screws, nuts, bolts, rivets, washers or expansion shields except on a preference rating of AA-5 or higher. However, each store or outlet may sell such products to fill unrated orders or orders rated lower than AA-5 provided that the total sales of such products after December 31, 1943, to fill unrated orders or rated lower than AA-5, does not exceed $25 in amount.

(3) No person engaged in the business of building or repairing a building, structure, cooling tower or water tower, and no corporation or other organization, shall install in place, without the specific authorization in writing of the War Production Board, any copper or copper base alloy nails, tacks, screws, nuts, bolts, rivets, washers, or expansion shields in a building, structure, cooling tower or water tower.

[1] This order used also to apply to certain plumbing fixture fittings and trim. The use of copper or copper base alloy in the manufacture of all items of plumbing fixture fittings and trim is prohibited or restricted by Order M-9-c and Order L-42, Schedules V and XII. The change in this order releases for use only finished items. For restrictions on the manufacture and installation of copper and copper base alloy screening, see Conservation Order M-9-c.

[2] Order M-9-c prohibits the manufacture of many fabricated building materials from copper products or copper base alloy products.

(4) The foregoing restrictions of this paragraph (d) are not applicable if the items have been placed in packages with builders' finished hardware items, such as locks and hinges, prior to June 24, 1943, for the purpose of attaching or installing the hardware, nor to iron or steel items which are plated or washed with copper.

(5) Application for specific authorization under this paragraph (d) shall be made by letter setting forth the reasons why the person applying believes the nails, tacks, screws, nuts, bolts, rivets, washers and expansion shields should be installed, or be sold or delivered to fill unrated orders or orders rated lower than AA-5.

(e) *Communications to the War Production Board.* All requests for authorization and communications referring to this order, shall unless otherwise directed, be addressed to: War Production Board, Copper Division, Washington 25, D. C. Reference: M-9-c-4.

(f) *Violations.* Any person who wilfully violates any provision of this order, or who in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction, may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of or from processing or using material under priority control and may be deprived of priorities assistance.

(g) *Applicability of regulations.* This order and all transactions affected thereby are subject to all applicable regulations of the War Production Board, as amended from time to time.

Issued this 30th day of November 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-18210; Filed, Nov. 30, 1944; 11:16 a. m.]

PART 1010—SUSPENSION ORDERS

[Suspension Order S-341, Revocation]

WESTERN SALES AND SUPPLY CO.

Suspension Order No. S-341 was issued on June 10, 1943, effective June 13, 1943, against Bernard W. Stein, Abraham Stein, Harold H. Stein and J. R. Stein, individually and as co-partners doing business as Western Sales and Supply Company at 1011 West Highland Avenue, Hollywood, California. The Respondents appealed from the provisions of the suspension order to the Chief Compliance Commissioner who denied their appeal but directed an amendment on August 6, 1943, allowing them to sell their inventory of steel products. There was a second appeal which the Chief Compliance Commissioner denied on March 2, 1944. The respondents have appealed again because of changes in the qualification relating to a steel warehouse under General Preference Order M-21-b-1 in effect at the present time. The Chief Compliance Commissioner has concluded that the purposes for which the suspension order was issued have been accomplished and has directed that it be revoked forthwith.

In view of the foregoing: it is hereby ordered, that:

§ 1010.341 *Suspension Order No. S-341* be revoked.

Issued this 29th day of November 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-18192; Filed, Nov. 29, 1944; 4:30 p. m.]

PART 1010—SUSPENSION ORDERS

[Suspension Order S-639, Stay of Execution]

BOSSONG HOSIERY MILLS, INC.

Bossong Hosiery Mills, Inc., of Asheboro, North Carolina, has appealed from the provisions of Suspension Order No. S-639, issued October 11, 1944 (§ 1010.639), and has requested a stay on the ground that irreparable harm would be done his business if the suspension order were not stayed. The Chief Compliance Commissioner has directed that the provisions of the suspension order be stayed, subject to reinstatement, pending final determination of the appeal or until further order by the Chief Compliance Commissioner. In view of the foregoing, *It is hereby ordered,* That:

The provisions of Suspension Order No. S-639, issued October 11, 1944, are hereby stayed, subject to reinstatement, pending final determination of the appeal or until further order by the Chief Compliance Commissioner.

Issued this 29th day of November 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-18193; Filed, Nov. 29, 1944; 4:30 p. m.]

PART 3175—REGULATIONS APPLICABLE TO THE CONTROLLED MATERIALS PLAN

[CMP Reg. 2, Inventory Direction 1 as Amended Nov. 30, 1944]

COMMUNICATIONS

The following amended direction is issued pursuant to CMP Reg. 2:

§ 3175.101 *Inventory Direction No. 1.* Pursuant to paragraph (b) (2) of CMP Regulation 2, *It is hereby ordered,* That:

In the case of any "operator" as defined in and who is subject to the provisions of Utilities Order U-3, or Utilities Order U-4, as amended from time to time, the provisions of paragraph (b) (1) of CMP Regulation 2 shall not apply and, in lieu thereof, such operator shall be subject to the inventory limitations contained in Utilities Order U-3 or Utilities Order U-4. All other provisions of CMP Regulation 2 shall remain applicable to such operator except that appeals under paragraph (j) and communications under paragraph (k) (2) shall be addressed to War Production Board, Communications Division, Washington 25, D. C.

Issued this 30th day of November 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-18211; Filed, Nov. 30, 1944; 11:16 a. m.]

PART 4501—COMMUNICATIONS

[Utilities Order U-4, as Amended Nov. 30, 1944]

PREFERENCE RATING ORDER (MRO) FOR TELEGRAPH INDUSTRY

(a) Definitions.
(b) CMP allotment symbol and preference ratings.
(c) Use of material obtained under this order.
(d) Authority to begin construction.
(e) Restrictions on inventory.
(f) Restrictions on purchases.
(g) Records and reports.
(h) Applicability of regulations.
(i) Violations.
(j) Communications.

§ 4501.11 *Utilities Order U-4*—(a) *Definitions.* For the purpose of this order:

(1) "Operator" means any individual, partnership, association, business trust, corporation, receiver, or any form of enterprise whatsoever, whether incorporated or not, the United States, the District of Columbia, any state or territory of the United States, any political, corporate, administrative or other division or agency thereof, to the extent engaged in rendering wire telegraph, cable or related communications service (exclusive of telegraph and teletypewriter service rendered by operators of telephone communications systems), within, to, or from the United States, its territories or possessions, either private or public in character, which involves the transmission and reception of coded impulse signals in numerical variety not less than twenty-six. "Operator" also includes the same persons to the extent engaged in rendering telephone communications service. Public law enforcement agencies and public fire protection agencies are excluded from this definition for the purposes of this order.

(2) "Material" means any commodity, equipment, accessory, part, assembly or product of any kind.

(3) Without regard to accounting practices:

(i) "Maintenance" means the minimum upkeep necessary to continue a facility in sound working condition.

(ii) "Repair" means the restoration of a facility to sound working condition when the same has been rendered unsafe or unfit for service by wear and tear, damage, failure of parts or the like.

(iii) Neither maintenance nor repair shall include the improvement of any plant, facility or equipment, by replacing material which is still usable, with material of a better kind, quality or design.

(4) "Operating supplies" means any material essential to the operator's busi-

ness and used for purposes other than maintenance and repair.

(5) Without regard to accounting practices, "operator's inventory" means the aggregate of material currently owned by an operator and not incorporated into plant or in the process of being consumed, exclusive of:

(i) At the operator's option, the dollar values of material reported for sale by categories in Column (b) of Form WPB–1131 for the third quarter of 1944.

(ii) Material for use on a project approved by the War Production Board on Form WPB–2774 or any alternative form.

(iii) [Deleted Dec. 28, 1943.]

(iv) [Deleted Nov. 30, 1944.]

(v) Stocks of lead covered cable or bare line wire maintained by an operator for repair of major breakdowns due to storms, floods, etc., except that the dollar value of such material which may be excluded from inventory may not exceed the dollar value of material reported in column (c) of Form WPB–1131 for the third quarter 1944.

(vi) Poles, crossarms, insulators and non-metallic conduit, furniture and fixtures; clothing (uniforms, etc.); printing, stationery and office supplies; house service supplies and coal and petroleum products.

(vii) Ocean cable, grapnel rope and buoy rope.

(b) *CMP Allotment symbol and preference ratings.* (1) An operator is authorized to use the CMP allotment symbol U–9 and is assigned the preference rating of AA–1 for deliveries of material for maintenance, repair and operating supplies, except that:

(i) AA–1 shall not be used to obtain telephone sets; and

(ii) AA–1 shall not be used to obtain material for any construction job involving more than $2,500 of material obtained under this order.

(2) An operator is assigned the preference rating of AA–3 for deliveries of materials for any construction job involving more than $2,500 and not to exceed $10,000 of material obtained under this order.

(3) An operator is assigned the preference rating of AA–3 for deliveries of telephone sets.

NOTE: Subparagraphs (4) and (5), formerly subparagraphs (2) and (3), redesignated Nov. 30, 1944.

(4) An operator may apply and a supplier may extend the CMP allotment symbol or ratings in the manner provided in Priorities Regulation 3 and CMP Regulation 3, by placing on his delivery order substantially the certification set forth below in paragraph (b) (5).

(5) Utilities maintenance, repair and operating supplies certification.

CMP allotment symbol U–9, preference rating ——— The undersigned operator certifies, subject to the penalties of Section 35A of the United States Criminal Code, to the seller and to the War Production Board, that to the best of his knowledge and belief, the undersigned is authorized under applicable War Production Board regulations or orders, and under all provisions of Utilities Orders U–4 and U–6, to place this delivery order, to receive the item(s) ordered for the purpose for which ordered and to use any CMP allotment symbol or rating which the undersigned has placed on this order.

(c) *Use of material obtained under this order.* (1) Material obtained under this order may be used by an operator only within the limitations of Order U–6. It may be used for an operator's telephone operations only within the limitations of Order U–2.

(2) Material obtained under this order may be used, in an amount costing not more than $50, on any construction project permitted under this order or specifically approved by the War Production Board on Form WPB–2774 or any alternative form.

(2–a) Material obtained under this order which is in inventory may be used on any permitted construction project, even though the project is assigned a different allotment symbol or a lower rating either by this order or by the War Production Board on Form WPB–2774, or any alternative form. However, material so used may only be replaced in inventory by use of the different allotment symbol or the lower preference rating authorized by this order or by the War Production Board on Form WPB–2774 or alternative form.

(3) No operator shall subdivide a single order, job, or project to qualify it under the dollar limitations of Order U–4.

(4) Material obtained under this order may be used for maintenance and repair without regard to dollar limitations on the use of material for operating supplies.

(5) The dollar limits of this order shall not prevent the use of material on hand to meet temporary traffic or emergency requirements, but where the dollar limits are exceeded the material must be returned to inventory or to its original location in plant within thirty days, unless application has been made to the War Production Board for authority to continue the use of material.

(6) No material may be used for building construction or alterations if such use is restricted by Appendix I of Schedule A of CMP Regulation 6. Applications for relief from these restrictions must be filed by operators on Form WPB–2774. However, an operator may effect maintenance and repair of buildings which are essential to the conduct of the operator's business.

(d) *Authority to begin construction.* For any addition or expansion of telegraph or telephone plant or equipment involving a cost in material obtained under this order which exceeds $10,000, or which involves a total material cost in excess of $25,000, an operator must obtain authority to begin construction and necessary priority assistance on Form WPB–2774.

(e) *Restrictions on inventory.* (1) No operator shall accept deliveries of material unless after the delivery his operator's inventory will not exceed a practical working minimum. A practical working minimum shall in no case be greater than 27½% of the dollar value of material used during the calendar year 1940 for all purposes exclusive of the items in paragraph (a) (5) (vi) and materials which were used for building construction. The items in (a) (5) (vi) may be accepted by an operator even if his operator's inventory exceeds 27½% of his 1940 usage of material.

(2) No operator shall accept delivery of a size, type, gauge and length of cable, wire or strand, if the operator's inventory of that size, type, gauge and length is in excess of requirements for the next ninety days. However, if an operator needs some wire, cable or strand, this provision does not forbid him to accept the minimum standard reel-length, even though the operator does not expect to use the whole reel in the next ninety days. Nor does this provision forbid him to accept ocean cable approved under paragraph (f) (3) below.

(f) *Restrictions on purchases.* (1) [Deleted Nov. 30, 1944.]

(2) [Deleted Nov. 30, 1944.]

(3) No operator shall use the allotment number assigned by this order to obtain ocean cable. An operator who needs ocean cable should apply to the Office of War Utilities on Form WPB–2774.

(g) *Records and reports.* Each operator acquiring maintenance, repair or operating supplies pursuant to this regulation shall keep and preserve, for a period of not less than two years, accurate and complete records of all such supplies so acquired which shall, upon request, be submitted to audit and inspection by duly authorized representatives of the War Production Board. In addition, each operator affected by this order shall file such reports with the Communications Division, Office of War Utilities, as may from time to time be required by the War Production Board; subject to the approval of the Bureau of the Budget pursuant to the Federal Reports Act of 1942.

(h) *Applicability of regulations.* (1) This order and all transactions affected by it, except as expressly provided, are subject to all applicable regulations of the War Production Board, as amended from time to time.

(2) None of the provisions of CMP Regulations No. 5 or 5A shall apply to operators as defined in paragraph (a) (1) of this order, and no such operator shall obtain any material under the provisions of those regulations.

(i) *Violations.* Any person who wilfully violates any provision of this order or who, in connection with this order,

wilfully conceals a material fact, or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control, and may be deprived of priorities assistance.

(j) *Communications.* All reports to be filed, appeals and other communications concerning this order should be addressed to: Communications Division, Office of War Utilities, War Production Board, Washington 25, D. C. Ref: U–4.

Issued this 30th day of November 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–18212; Filed, Nov. 30, 1944; 11:16 a. m.]

Chapter XI—Office of Price Administration

PART 1305—ADMINISTRATION

[Supp. Order 92,[1] Amdt. 8]

TERRY PRODUCTS, ETC.

A statement of the reasons involved in the issuance of this amendment has been issued simultaneously herewith and filed with the Division of the Federal Register.*

In Table I of § 1305.120 (b), Reference No. 1, relating to terry products, huck and crash towels, and corded napkins, is revoked.

This amendment shall become effective December 4, 1944.

Issued this 30th day of November 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–18215; Filed, Nov. 30, 1944; 11:25 a. m.]

PART 1315—RUBBER AND PRODUCTS AND MATERIALS OF WHICH RUBBER IS A COMPONENT

[RO 1A,[2] Amdt. 90]

TIRES, TUBES, RECAPPING AND CAMELBACK

A rationale for this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.*

Ration Order No. 1A is amended in the following respects:

1. Section 1315.507 is amended to read as follows:

§ 1315.507 *Eligibility for emergency reserve of tires*—(a) *Who may apply for an emergency reserve.* The following persons may apply for an emergency reserve of tires:

(1) A State (but not its agency or subdivision).

(2) A person who has an Interstate Commerce Commission Certificate of Public Convenience and Necessity as a common carrier or an Interstate Commerce Commission Permit as a contract carrier.

(3) A person who has applied for an Interstate Commerce Commission Certificate or Permit and has been notified by the Interstate Commerce Commission that he may continue the operations described in his application, pending final determination of his application.

(b) *Conditions to be satisfied by an applicant for an emergency reserve.* An applicant for an emergency reserve must satisfy the following conditions:

(1) That all the commercial motor vehicles he operates are used exclusively for the purposes set forth in § 1315.505 (a) (List A); and

(2) That he has satisfied the applicable conditions of §§ 1315.501 and 1315.504.

(c) *Vehicles for which an emergency reserve may be obtained.* An emergency reserve of tires may be obtained for any commercial motor vehicle owned and operated by the applicant or leased to the applicant for his exclusive use for a period of at least six months from the date of this application, if the majority of trips driven in the vehicle has a destination of fifty miles or more from any place where any vehicle operated by the applicant is normally stationed.

(d) *Amount of emergency reserve.* Certificates shall be issued for the number of tires required by the applicant in order to maintain a supply equal to ten percent of the running wheels of vehicles which meet the requirements of paragraph (c). This supply is in addition to the tires on running wheels and allowable spares for vehicles and equipment operated by the applicant. In making the computation under this section, a dual wheel shall be considered as two wheels.

2. Section 1315.516 is amended to read as follows:

§ 1315.516 *Eligibility of automobile dealers for passenger automobiles held for sale*—(a) *Basis of eligibility.* An automobile dealer or the Reconstruction Finance Corporation may apply for a certificate for a tire to be mounted on a passenger automobile which is held for sale if the tire is to equip a passenger automobile which, for reasons satisfactory to the Board, does not already have the number of tires permitted for such automobile by the Office of Price Administration, or is to replace on such passenger automobile a tire which cannot be repaired or recapped.

(b) *Grades of tires for which certificates may be issued.* A Board may under this section issue a certificate for:

(1) A Grade III tire;

(2) A Grade I tire if the tire is to be mounted on a 1942 passenger automobile which is "held for sale" under section 2.8 of Ration Order 2B: *Provided however,* That no Board may, under this section, issue a certificate for a Grade I tire which would permit the applicant to have more than four (4) Grade I tires mounted on such 1942 passenger automobile.

(c) *Spare tires.* A Board shall not issue a certificate for a tire pursuant to this section if the passenger automobile for which application is made is equipped with tires serviceable for use on the running wheels and a tire which, though not serviceable for continued use on a running wheel, can still be used or repaired for use as a spare tire in emergencies.

3. Section 1315.610 (b) (3) is added to read as follows:

(3) A consumer who acquires tires from the Procurement Division of the Treasury Department shall turn in the tires to be replaced to a dealer or manufacturer. If the replaced tires are still in the consumer's possession at the time of transfer on certificate, he shall turn them in within five (5) days from the date he acquired the replacement tires from the Procurement Division; or if they are being held at a Central Truck Tire Inspection Station or an Official Truck and Passenger Tire Inspection Station, the consumer shall turn them in within five (5) days from the date he acquired them from such station by presenting Part D of a certificate.

4. Directly following § 1315.704 (a) (2) (ii), subdivision (iii) is added to read as follows:

(iii) A consumer who presents Part D of a certificate showing that the tire transferred in exchange for the certificate was acquired from the Procurement Division of the Treasury Department.

5. Section 1315.704 (b) (3) (iii) is added to read as follows:

(iii) A consumer who presents Part D of a certificate showing that the tire transferred in exchange for the certificate was acquired from the Procurement Division of the Treasury Department.

6. Section 1315.803 (h) is added to read as follows:

(h) *By Procurement Division.* The Procurement Division of the Treasury Department may, in exchange for a certificate, transfer tires to a consumer to whom it is authorized to transfer surplus property.

7. Section 1315.804 (k) (1) is amended to read as follows:

(1) A consumer or dealer may, without certificate, transfer used tires to a dealer or manufacturer upon written authorization of the District Director to whom application is made under subparagraph (2).

8. Section 1315.806 (q) is amended to read as follows:

(q) *Transfers to and from Procurement Division.* The Procurement Division of the Treasury Department may, without certificate:

(1) Transfer new and used tires to, or acquire them from, any agency of the Federal Government.

(2) Transfer new or used tires to a dealer or manufacturer. Transfers made on a unit basis under this subparagraph during any month shall be reported by the 15th of the following month to the Tire Rationing Branch, Office of Price

*Copies may be obtained from the Office of Price Administration.

[1] 9 F.R. 7502.

[2] 7 F.R. 9160, 9392, 9724.

Administration, Washington, D. C. The report shall give, by size and type, the number of new and used tires transferred.

9. A new § 1315.806 (r) is added to read as follows:

(r) *Transfer of used tires by manufacturers.* A manufacturer may, without certificate, transfer used tires to a dealer or manufacturer.

10. Section 1315.1003 (a) is amended to read as follows:

(a) *Certificates or receipts for tires*— (1) *Part A.* A person who transfers tires in exchange for a certificate or receipt shall retain Part A of OPA Form R–2, Part A of OPA Form R–46 and the duplicate portion of OPA Form R–306 as a record. He shall send Part A of OPA Form R–12 to the regional office for the area in which his principal place of business is located within fifteen (15) days after the close of the calendar month in which the transfer was completed.

(2) *Part B.* A dealer or manufacturer who transfers tires in exchange for a replenishment portion of a certificate or receipt, or in exchange for a certificate or receipt itself, shall retain the replenishment portion as a record unless he uses it for replenishment pursuant to § 1315.804 (c).

The replenishment portions of certificates or receipts transferred to a manufacturer by a dealer or consumer shall be marked "void except for replenishment by _____" immediately upon acceptance of an order accompanied by replenishment portions, by the manufacturer at a tire manufacturing establishment or by the manufacturer or his agent at premises authorized pursuant to § 1315.804 (f). In no event, however, shall a manufacturer delay voiding the replenishment portion more than seven (7) days after its receipt whether or not it was accompanied by an order. The name of the first manufacturer to whom the replenishment portion is surrendered shall be inserted in the blank, and it may thereafter be used for replenishment only by him. Replenishment portions which are not used by the manufacturer for that purpose must be retained as his record.

When a manufacturer is unwilling or unable to transfer a tire in exchange for a replenishment portion which has been marked void in accordance with this subparagraph, he shall forward it (or the entire certificate received from a consumer), to the District Director serving the area in which the manufacturer's premises are located with a letter stating the number, type and grade of tires which have not been transferred thereon. The District Director shall thereupon issue Part B of OPA Form R–2 to the dealer, or a certificate on OPA Form R–2 to the consumer, from whom the manufacturer received the original certificate or replenishment portion, for the number, type and grade of tires not transferred by the manufacturer. The District Director shall retain the voided certificate or replenishment portion, and shall inform the manufacturer when the new certificate or replenishment portion has been issued to the consumer or dealer.

The replenishment portions of certificates transferred to the Procurement Division of the Treasury Department by a consumer shall be returned by the Procurement Division to the Office of Price Administration, Tire Rationing Branch, Washington, D. C., within fifteen (15) days after the end of the month in which the transfer of the tires called for by the certificate occurred.

(3) *Part C.* A person who transfers tires in exchange for a receipt on OPA Form R–12 shall retain Part C thereof as his record.

(4) *Part D.* A person who transfers tires in exchange for a certificate or receipt shall deliver Part D of OPA Form R–2 or OPA Form R–12 or the triplicate portion of OPA Form R–306 to the transferee who shall retain it as his record.

11. Section 1315.1005 (a) is amended to read as follows:

(a) *Records of transfers.* Every dealer, manufacturer, warehouseman and the Procurement Division of the Treasury Department shall keep true, accurate and complete records of all transfers of tires to or by him, except that no records need be kept with respect to transfers of tires for mounting or inspection only. The records shall show the date of transfer, name of all other parties involved in the transfer and:

(1) The number, size, type and grade of the tires transferred, or the weight of the shipment if the tires are being transferred on a weight basis;

(2) When new or used tires are transferred to a dealer by the Procurement Division or when used tires are transferred to a dealer by a manufacturer, the dealer shall keep a record with respect to each shipment, of the date on which he receives it; the weight, if the transfer was made on a weight basis; the total number of tires; the number, size and type of all usable, repairable or recappable tires, listing new and used separately; and the number of scrap tires.

(3) If tires are transferred for repair only, information sufficient to identify the ownership of the tires.

This amendment shall become effective December 4, 1944.

(Pub. Law 671, 76th Cong. as amended by Pub. Laws 89, 421 and 507, 77th Cong.; E.O. 9125, 7 F.R. 2719, issued April 7, 1942, WPB Dir. No. 1, 7 F.R. 562, Supp. Dir. No. 1Q, 7 F.R. 9121)

NOTE: All reporting and record-keeping requirements of this amendment have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 30th day of November 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–18214; Filed, Nov. 30, 1944; 11:26 a. m.]

PART 1400—TEXTILES FABRICS: COTTON, WOOL, SILK, SYNTHETICS AND ADMIXTURES

[MPR 118,[1] Amdt. 25]

COTTON PRODUCTS

A statement of the considerations involved in the issuance of this amendment has been issued simultaneously herewith and filed with the Division of the Federal Register.*

Maximum Price Regulation No. 118 (Cotton products) is amended in the following respects:

1. Section 1400.118 (d) (26) (iii) is added to read as follows:

(iii) The maximum prices for terry products set forth in subdivision (v) below, authorized under § 1400.101 (b), or in-lined and reported pursuant to the provisions of § 1400.101 (b) may be increased by 9.18 per cent.

2. Section 1400.118 (d) (29) (iii) is added to read as follows:

(iii) The maximum prices for huck and crash towels and corded napkins set forth in subdivision (v) below, authorized under § 1400.101 (b), or in-lined and reported pursuant to the provisions of § 1400.101 (b) may be increased by 9.18 per cent.

This amendment shall become effective December 4, 1944.

Issued this 30th day of November 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–18213; Filed, Nov. 30, 1944; 11:27 a. m.]

TITLE 47—TELECOMMUNICATION

Chapter I—Federal Communications Commission

[Order 115–A]

PART 12—RULES GOVERNING AMATEUR RADIO: STATIONS AND OPERATORS

EXTENSION OF AMATEUR RADIO OPERATOR LICENSES

At a session of the Federal Communications Commission held at its offices in Washington, D. C., on the 28th day of November 1944;

Whereas, the Commission has, pursuant to Order 115 (8 F.R. 7356), adopted May 25, 1943, reinstated and extended for a period of three years from their expiration dates the terms of certain amateur radio operator licenses which by their terms had expired or would expire between December 7, 1941 and December 7, 1944; and

Whereas, the wartime conditions which made adoption of the said Order No. 115 necessary continue to exist; *It is ordered*, That:

1. Every amateur radio operator license which by its terms expired during the period December 7, 1941 to December

*Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 12186, 12934; 9 F.R. 401, 10088, 10925.

7, 1942, inclusive, but the duration of which has been extended by Commission Order No. 115 for a period of three years from the date of expiration provided therein, is extended for a period of one year from the date of expiration as extended by Order 115.

2. Every amateur radio operator license issued during the period December 7, 1941 to December 7, 1942, inclusive, is hereby extended for a period of one year from the date of expiration provided therein.

Provided, however, That the provisions of this order shall not apply to any amateur radio operator license that has been or may hereafter be finally suspended by Commission order, or voluntarily surrendered by the licensee, nor to any amateur radio operator licensee who fails or has failed to comply with provisions of the Commission's Order No. 75 as amended.

3. The provisions of § 12.26 of the Commission's rules and regulations to the extent such provisions are inconsistent with this order are hereby suspended until further order of the Commission.

By the Commission.

[SEAL] T. J. SLOWIE,
Secretary.

[F. R. Doc. 44-18195; Filed, Nov. 30, 1944; 10:33 a. m.]

Notices

OFFICE OF PRICE ADMINISTRATION.

[Supp. Order 94, Order 10]

OFFICE OF CIVILIAN DEFENSE HELMETS

SPECIAL MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and in accordance with section 11 of Supplementary Order 94, it is ordered:

(a) *What this order does.* This order establishes maximum prices for sales at wholesale and retail of Office of Civilian Defense helmets hereinafter described.

(b) *Maximum prices.* The maximum price per helmet described herein shall be:

Description of OCD helmets	Wholesaler's price	Retailer's price
Metal, white enameled, with cloth "gear" and adjustable head band and chin strap	$0.75	$1.10

(c) *Revocation and amendment.* This order may be revoked or amended at any time.

This order shall become effective November 30, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 29th day of November 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-18178; Filed, Nov. 29, 1944; 4:05 p. m.]

[MPR 120, Order 1170]

CONTINENTAL FUEL CO., INC.

ESTABLISHMENT OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and in accordance with § 1340.210 (a) (6) of Maximum Price Regulation No. 120; *It is ordered:*

(a) The Mt. Harris Mine of Continental Fuel Company, Inc., Denver, Colorado, operating in the Pinnacle Seam and located in Subdistrict No. 5 of District No. 17 is hereby assigned Mine Index No. 1000, and its coals are classified in Subdistrict Price Group No. 5 for all methods of shipment.

(b) Coals produced by Continental Fuel Company, Inc., Denver, Colorado, from its Mt. Harris Mine, Mine Index No. 1000 in District No. 17, may be purchased and sold at per net ton prices in cents per net ton not exceeding the following:

	Size group No.																		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
Rail shipments (including railroad fuel—all uses)	465	465	450	460	435	405	395	----	365	340	315	315	215	----	205	200	355	355	320
Truck shipments	505	505	505	505	470	470	470	385	385	385	330	330	240	240	240	210	385	385	----

RAILROAD LOCOMOTIVE FUEL

	Size group				
	10	13	17	18	19
Maximum price	340	220	375	375	340

The maximum prices for railroad fuel for all uses, except those listed herein above for coals of Size Groups Nos. 10, 13, 17, 18, and 19 for locomotive fuel use, are the same as those listed for rail shipments.

(c) The prices established herein are f. o. b. the mine or preparation plant for truck shipments, and f. o. b. the rail shipping point for rail shipments and for railroad fuel for all uses.

(d) All prayers of applicant not granted herein are hereby denied.

(e) This order may be revoked or amended at any time.

(f) Unless the context otherwise requires, the definitions set forth in § 1340.208 of Maximum Price Regulation No. 120 shall apply to the terms used herein.

This order shall become effective November 30, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 29th day of November 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-18186; Filed, Nov. 29, 1944; 4:05 p. m.]

[MPR 136, Order 369]

JANETTE MANUFACTURING CO.

ESTABLISHMENT OF MAXIMUM PRICES

Order No. 369 under Maximum Price Regulation 136, as amended, machines and parts, and machinery services. Janette Manufacturing Company, Docket No. 3136-457.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to § 1390.25a of Maximum Price Regulation 136, as amended, *It is ordered:*

(a) The maximum price of Janette Manufacturing Company, Chicago, Illinois, for its rotary converters shall be determined by multiplying the maximum price duly in effect just prior to the issuance of this order by 114.4%, subject to all discounts, allowances and terms of delivery heretofore had in effect by Janette Manufacturing Co.

(b) The maximum price of Janette Manufacturing Company for its motorized speed reducers shall be determined by multiplying the maximum price duly in effect just prior to the issuance of this order by 107.5%, subject to all discounts, allowances and terms of delivery heretofore had in effect by Janette Manufacturing Co.

(c) The maximum price of Janette Manufacturing Co. for manufacture and sale of obsolete repair parts for rotary converters, speed reducers and other apparatus, shall not exceed the amounts determined pursuant to the following formula:

Direct Material—Current specifications @ October 1, 1944 costs.
Direct Labor—Estimated current hours @ 87.9¢ per hour.
Factory overhead—137% of direct labor.
Selling and administrative expense—14.2% of the sum of direct material, direct labor, and factory overhead as computed above.

The amount determined by the application of the above formula shall then be multiplied by 115 per cent and the resulting figure shall be the list price to which all applicable discounts under Schedule J-7 shall apply.

For the purpose of this order, obsolete repair parts are defined as repair parts for models which the applicant no longer has scheduled for production either now or after the war and which it can reasonably be expected will not be manufactured in the future by the applicant. Within 5 days after quoting a price on any obsolete repair part pursuant to this order, the Janette Manufacturing Company shall file with the Office of Price Administration, Washington, D. C. the new list price thereof derived by the application of the above formula together

with a statement of the list price which was most recently in effect for such part.

(d) The maximum resale prices of resellers of the converters, speed reducers and repair parts affected by this order shall be the maximum list prices established for Janette Manufacturing Company, pursuant to this order, subject to any discounts, allowances and terms of delivery presently in effect by such resellers to each class of their purchasers.

(e) Janette Manufacturing Company shall notify its customers who purchase for resale any item subject hereto of the provisions of this order, and shall file copies of such notifications with the Office of Price Administration, Washington, D. C.

(f) All other requests not granted herein are denied.

(g) This order may be amended or revoked by the Administrator at any time.

This order shall become effective November 30, 1944.

Issued this 29th day of November 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-18183; Filed, Nov. 29, 1944; 4:03 p. m.]

[MPR 136, Order 370]

T. L. SMITH CO.

ESTABLISHMENT OF MAXIMUM PRICES

Order No. 370 under Maximum Price Regulation 136, as amended. Machines and parts, and machinery services. T. L. Smith Company; Docket No. 6083-136.-25a-11.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to § 1390.25a of Maximum Price Regulation 136, as amended, *It is ordered:*

(a) The maximum prices of the T. L. Smith Company, 2835 North Thirty-Second Street, Milwaukee, Wisconsin, for each of the following models of its complete line of concrete mixers, truck mixers and industrial mixers, shall be the adjusted list prices applicable to each such model subject to the discounts, allowances and terms of delivery duly in effect just prior to the effective date of this order.

Model	*Adjusted list price*
7-S Model 379 Trail-Smith nontilting mixer two wheel trailer-end discharge:	
With air cooled engine	$1,110
With Waukesha engine	1,155
28-S Model 361 Smith nontilting mixer on skids with charging chute with power discharge with renewable liners for shell and heads:	
Mixer without power	2,030
Mixer with gasoline power unit	2,925
Mixer with A. C. elec. motor housed	2,650
Mixer with D. C. elec. motor housed	2,880
28-S Model 417 Smith tilting mixer on skids with charging chute with air tilt—with 3" discharge extension:	
Mixer without power	3,555
With Gasoline power unit	4,815
With A. C. elec. motor, housed	4,365
With D. C. elec. motor, housed	4,660
56-S Model 416 Smith tilting mixer with charging chutes air tilt and 6" discharge extension:	
Mixer without power	$5,565
With gasoline engine-code-Radio	(1)
With A. C. splash proof. elec. motor	6,465
With D. C. splash proof, elec. motor	6,780
Smith-Mobile truck mixer, Number 2 size:	
Separate engine drive models—Code:	
Uchee	$3,010
Ultra	2,945
Umbel	2,875
Truck-engine drive models—Code:	
Uncap	3,010
Uncle	2,945
Unfix	2,875
Smith-Mobile truck mixer; Number 4 size:	
Separate engine drive models—Code:	
Wafer	4,035
Wagon	3,905
Waist	3,820
Truck engine drive models—Code:	
Wakot	4,140
Walop	4,010
Waltz	3,925
Smith-Mobile truck mixer, Number 5 size:	
Separate engine drive models—Code:	
Zamia	4,755
Zebra	4,590
Zenda	4,465
Truck engine drive models—Code:	
Zibet	4,810
Zilla	4,645
Zirco	4,520

[1] 19% increase over the maximum prices duly in effect on July 14, 1944.

(b) The maximum prices of resellers of the T. L. Smith Company's concrete mixers, truck mixers and industrial mixers, designated in paragraph (a) above, shall be the applicable list prices as adjusted in paragraph (a) above subject to discounts, allowances and terms of delivery duly had in effect by such resellers just prior to the effective date of this order.

(c) The T. L. Smith Company shall notify its customers who purchase the subject equipment for resale of the contents of this order, and shall file copies of such notices with the Office of Price Administration, Washington, D. C.

(d) All requests not granted herein are denied.

(e) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective November 30, 1944.

Issued this 29th day of November 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-18184; Filed, Nov. 29, 1944; 4:03 p. m.]

[MPR 136, Order 371]

ST. MARY'S WHEEL AND SPOKE CO.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 371 Under Maximum Price Regulation 136, as amended. Machines and parts and machinery services. St. Mary's Wheel and Spoke Company; Docket No. 6083-136.25a-15.

An opinion accompanying this order has been issued simultaneously herewith and filed with the Division of the Federal Register.

Pursuant to § 1390.25a of Maximum Price Regulation 136, as amended, *It is ordered:*

(a) The maximum prices of St. Mary's Wheel and Spoke Company, St. Mary's, Ohio, for the wood vehicle wheels and accessories set forth below shall be the list prices stated in its printed list No. 16, dated September 1, 1933, subject to the percentage discounts or percentage markups as follows:

Item	*Percentage discount*
Wheels, light sizes, 1⅜" spoke, #13 flange and lighter	38.0
"E" grade wheels, 1⅜" spoke, #13 flange or lighter	[1] 44.2
Wheels, 1⅜" spoke, #17 flange and heavier	25.0
Wheels, oak wood hub	40.0
Regular wheels less rims	[2] 30.0
Boring for boxes or boring and boxes	25.0
	Percentage markup
Screws or rivets inserted in rims:	
1¼" tread and lighter	List plus 25.0
1⅜" tread and heavier	Do.
Tiring, "Starred" sizes	Do.
Tiring, "Unstarred" sizes	Do.

[1] Net prices of "E" grade wheels to be determined by applying this discount to "D" grade wheel list prices.

[2] Net prices of regular wheels without rims to be determined by applying this extra trade discount to the net prices of regular wheels with rims.

(b) The maximum prices of resellers of the items affected by this order and enumerated in paragraph (a) above shall be determined as follows: The reseller shall add to the maximum price duly had in effect by him for the subject items the dollar amount by which his cost has been increased as a result of this order.

(c) St. Mary's Wheel and Spoke Company shall notify its customers who purchase the items enumerated in paragraph (a) hereof for resale of the provisions of this order, and shall file copies of such notification with the Office of Price Administration, Washington 25, D. C.

(d) All requests not granted herein are denied.

(e) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective November 30, 1944.

Issued this 29th day of November 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-18185; Filed, Nov. 29, 1944; 4:03 p. m.]

[MPR 260, Order 50]

ELK IMPORTING CO.

AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion acompanying this order, and pursuant to § 1358.102a of Maximum Price

Regulation No. 260, as amended, *It is ordered*, That:

(a) Elk Importing Company, Hotel Olmsted Bldg., Superior and 9th, Cleveland, Ohio (hereinafter called "importer") and wholesalers and retailers may sell, offer to sell or deliver and any person may buy, offer to buy or receive each brand, frontmark and packing of the following imported cigars at the appropriate maximum list price and maximum retail price set forth below:

Brand	Frontmark	Packing	Maximum list price	Maximum retail price
Havacco	Londres	50	$161.50	$0.20
	Selectos	50	140.00	3/55
	Conchas	50	135.00	.17
	Panetelas	50	125.00	.17
Flor De R. Barcia	Concha Fina	25	195.00	.25
	Corona Chicas	25	199.00	.28

(b) The importer and wholesalers shall grant, with respect to their sales of each brand and frontmark of imported cigars for which maximum prices are established by this order, the discounts they customarily granted during March 1942 on their sales of imported cigars of the same price class to purchasers of the same class, unless a change therein results in a lower price. Packing differentials charged by the importer or a wholesaler during March 1942 on sales of imported cigars of the same price class to purchasers of the same class may be charged on corresponding sales of each brand and frontmark of cigars priced by this order, but shall not be increased. Packing differentials allowed by the importer or a wholesaler during March 1942 on sales of imported cigars of the same price class to purchasers of the same class shall be allowed on corresponding sales of each brand and frontmark of cigars priced by this order and shall not be reduced. If a brand or frontmark of imported cigars for which maximum prices are established by this order is of a price class not sold by the importer or the particular wholesaler during March 1942, he shall, with respect to his sales thereof, grant the discounts and may charge and shall allow the packing differentials customarily granted, charged or allowed (as the case may be) during March 1942 by his most closely competitive seller of the same class on sales of imported cigars of the same price class to purchasers of the same class.

(c) On or before the first delivery to any purchaser of each brand and frontmark of imported cigars for which maximum prices are established by this order, the importer and every other seller (except a retailer) shall notify the purchaser of the maximum list price and the maximum retail price established by this order for such brand and frontmark of imported cigars. The notice shall conform to and be given in the manner prescribed by § 1358.113 of Maximum Price Regulation No. 260, as amended.

(d) Unless the context otherwise requires, the provisions of Maximum Price Regulation No. 260, as amended, shall apply to sales for which maximum prices are established by this order.

(e) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective November 30, 1944.

Issued this 29th day of November 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-18179; Filed, Nov. 29, 1944; 4:04 p. m.]

[MPR 260, Order 51]

GEORGE SAMUELS

AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion accompanying this order, and pursuant to § 1358.102a of Maximum Price Regulation No. 260, as amended; *It is ordered* that:

(a) George Samuels, 226 West Fourth Street, Chico, California (hereinafter called "importer"), and wholesalers and retailers may sell, offer to sell or deliver and any person may buy, offer to buy or receive each brand, frontmark and packing of the following imported cigars at the appropriate maximum list price and maximum retail price set forth below:

Brand	Frontmark	Packing	Maximum list price	Maximum retail price
Flor De Lis	Predilectos	50	$120.00	$0.15
	Conchas	50	145.00	3 for .55
	Panatela	25	150.00	.20
	Londres	25	145.00	3 for .55
	Petit de Lis	25	160.00	.20
	Medias Coronas	25	195.75	.28
	Cremas	25	212.00	.28
	Especiales	25	212.00	.28
	Coronas	25	250.00	3 for 1.00

(b) The importer and wholesalers shall grant, with respect to their sales of each brand and frontmark of imported cigars for which maximum prices are established by this order, the discounts they customarily granted during March 1942 on their sales of imported cigars of the same price class to purchasers of the same class, unless a change therein results in a lower price. Packing differentials charged by the importer or a wholesaler during March 1942 on sales of imported cigars of the same price class to purchasers of the same class may be charged on corresponding sales of each brand and frontmark of cigars priced by this order, but shall not be increased. Packing differentials allowed by the importer or a wholesaler during March 1942 on sales of imported cigars of the same price class to purchasers of the same class shall be allowed on corresponding sales of each brand and frontmark of cigars priced by this order and shall not be reduced. If a brand or frontmark of imported cigars for which maximum prices are established by this order is of a price class not sold by the importer or the particular wholesaler during March 1942, he shall, with respect to his sales thereof, grant the discounts and may charge and shall allow the packing differentials customarily granted, charged or allowed (as the case may be) during March 1942 by his most closely competitive seller of the same class on sales of imported cigars of the same price class to purchasers of the same class.

(c) On or before the first delivery to any purchaser of each brand and frontmark of imported cigars for which maximum prices are established by this order, the importer and every other seller (except a retailer) shall notify the purchaser of the maximum list price and the maximum retail price established by this order for such brand and frontmark of imported cigars. The notice shall conform to and be given in the manner prescribed by § 1358.113 of Maximum Price Regulation No. 260, as amended.

(d) Unless the context otherwise requires, the provisions of Maximum Price Regulation No. 260, as amended, shall apply to sales for which maximum prices are established by this order.

(e) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective November 30, 1944.

Issued this 29th day of November 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-18180; Filed, Nov. 29, 1944; 4:03 p. m.]

[MPR 260, Order 52]

SUN RAY DRUG CO.

AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion accompanying this order, and pursuant to § 1358.102a of Maximum Price Regulation No. 260, as amended, *It is ordered*, That:

(a) Sun Ray Drug Company, 1227 North Broad Street, Philadelphia 22, Pennsylvania (hereinafter called "importer") and wholesalers and retailers may sell, offer to sell or deliver and any person may buy, offer to buy or receive each brand, frontmark and packing of the following imported cigars at the appropriate maximum list price and maximum retail price set forth below:

Brand	Frontmark	Packing	Maximum list price	Maximum retail price
La Hoja	Petit Cetros	25	$190	$0.27
Bolivar	Coronado	25	209	.28

(b) The importer and wholesalers shall grant, with respect to their sales of each brand and frontmark of imported cigars for which maximum prices are established by this order, the discounts they customarily granted during March 1942 on their sales of imported

cigars of the same price class to purchasers of the same class, unless a change therein results in a lower price. Packing differentials charged by the importer or a wholesaler during March 1942 on sales of imported cigars of the same price class to purchasers of the same class may be charged on corresponding sales of each brand and frontmark of cigars priced by this order, but shall not be increased. Packing differentials allowed by the importer or a wholesaler during March 1942 on sales of imported cigars of the same price class to purchasers of the same class shall be allowed on corresponding sales of each brand and frontmark of cigars priced by this order and shall not be reduced. If a brand or frontmark of imported cigars for which maximum prices are established by this order is of a price class not sold by the importer or the particular wholesaler during March 1942, he shall, with respect to his sales thereof, grant the discounts and may charge and shall allow the packing differentials customarily granted, charged or allowed (as the case may be) during March 1942 by his most closely competitive seller of the same class on sales of imported cigars of the same price class to purchasers of the same class.

(c) On or before the first delivery to any purchaser of each brand and frontmark of imported cigars for which maximum prices are established by this order, the importer and every other seller (except a retailer) shall notify the purchaser of the maximum list price and the maximum retail price established by this order for such brand and frontmark of imported cigars. The notice shall conform to and be given in the manner prescribed by § 1358.113 of Maximum Price Regulation No. 260, as amended.

(d) Unless the context otherwise requires, the provisions of Maximum Price Regulation No. 260, as amended, shall apply to sales for which maximum prices are established by this order.

(e) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective November 30, 1944.

Issued this 29th day of November 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–18181; Filed, Nov. 29, 1944; 4:04 p. m.]

[MPR 260, Order 53]

ALFRED DUNHILL OF LONDON INC.

AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion accompanying this order, and pursuant to § 1358.102a of Maximum Price Regulation No. 260, as amended; *It is ordered,* That:

(a) Alfred Dunhill of London Inc., 620 Fifth Avenue, New York 20, New York (hereinafter called "importer"), and wholesalers and retailers may sell, offer to sell or deliver and any person may buy, offer to buy or receive each brand, frontmark and packing of the following imported cigars at the appropriate maximum list price and maximum retail price set forth below:

Brand	Frontmark	Packing	Maximum list price	Maximum retail price
Romeo Y Julieta	No. 25	1/20	----	$0.48
Seleccion Supreme De A Dunhill	Americana	1/40	----	.27

(b) The importer and wholesaler shall grant, with respect to their sales of each brand and frontmark of imported cigars for which maximum prices are established by this order, the discounts they customarily granted during March 1942 on their sales of imported cigars of the same price class to purchasers of the same class, unless a change therein results in a lower price. Packing differentials charged by the importer or a wholesaler during March 1942 on sales of imported cigars of the same price class to purchasers of the same class may be charged on corresponding sales of each brand and frontmark of cigars priced by this order, but shall not be increased. Packing differentials allowed by the importer or a wholesaler during March 1942 on sales of imported cigars of the same price class to purchasers of the same class shall be allowed on corresponding sales of each brand and frontmark of cigars priced by this order and shall not be reduced. If a brand or frontmark of imported cigars for which maximum prices are established by this order is of a price class not sold by the importer or the particular wholesaler during March 1942, he shall, with respect to his sales thereof, grant the discounts and may charge and shall allow the packing differentials customarily granted, charged or allowed (as the case may be) during March 1942 by his most closely competitive seller of the same class on sales of imported cigars of the same price class to purchasers of the same class.

(c) On or before the first delivery to any purchaser of each brand and frontmark of imported cigars for which maximum prices are established by this order, the importer and every other seller (except a retailer) shall notify the purchaser of the maximum list price and the maximum retail price established by this order for such brand and frontmark of imported cigars. The notice shall conform to and be given in the manner prescribed by § 1358.113 of Maximum Price Regulation No. 260, as amended.

(d) Unless the context otherwise requires, the provisions of Maximum Price Regulation No. 260, as amended, shall apply to sales for which maximum prices are established by this order.

(e) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective November 30, 1944.

Issued this 29th day of November 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–18182; Filed, Nov. 29, 1944; 4:04 p. m.]

[MPR 528, Order 20]

GOODYEAR SUPPLY CO., INC.

AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to Appendix A (d) of Maximum Price Regulation 528, *It is ordered:*

(a) The maximum retail price for a new 20 x 9 x 16 Industrial Solid tire, carrying the brand name of the Goodyear Supply Company, Incorporated, Philadelphia, Pennsylvania, shall be $48.16 each.

(b) All provisions of Maximum Price Regulation 528 not inconsistent with this order shall apply to sales covered by this order.

(c) This order may be revoked or amended by the Office of Price Administration at any time.

This order shall become effective November 30, 1944.

Issued this 29th day of November 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–18187; Filed, Nov. 29, 1944; 4:05 p. m.]

[MPR 120, Order 1138]

DETROIT MINING CO., ET AL.

ESTABLISHMENT OF MAXIMUM PRICES AND PRICE CLASSIFICATIONS

Corrections

In F. R. Doc. 44–17662, appearing at page 13872 of the issue for Tuesday, November 21, 1944, the address of L. W. Hamilton in the third table should read "305 22d St." In the last table, the price classifications for size group Nos. 1 and 15, 16, 17, should be "Q" and "G", respectively.

[MPR 188, Amdt. 64 to Order A–1]

SARAN PIPE NIPPLES

ADJUSTMENT OF MAXIMUM PRICES

An opinion accompanying this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Paragraph (a) (9) (ii) (*d*) of Order A–1 is amended by adding thereto a new table to read as follows:

*Copies may be obtained from the Office of Price Administration.

TABLE 5—MAXIMUM LIST PRICES FOR SARAN PIPE NIPPLES

Diameter of pipe	Size of nipple										Price per end for threading pipe over 1' long
	3"	4"	5"	6"	7"	8"	9"	10"	11"	12"	
¼"	$0.58	$0.64	$0.74	$0.77	$0.78	$0.80	$0.82	$0.84	$0.86	$0.88	$0.15
⅜"	.78	.88	.99	1.10	1.15	1.18	1.20	1.23	1.25	1.28	.25
1"	.92	1.04	1.20	1.35	1.42	1.45	1.50	1.54	1.58	1.62	.25
1¼"	1.08	1.27	1.44	1.63	1.67	1.70	1.74	1.77	1.80	1.83	.25
1½"	1.33	1.55	1.79	2.02	2.06	2.10	2.15	2.19	2.23	2.27	.30
2"	1.65	1.96	2.25	2.58	2.69	2.74	2.79	2.84	2.89	2.94	.35

This Amendment No. 64 shall become effective December 2, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 30th day of November 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-18216; Filed, Nov. 30, 1944; 11:25 a. m.]

[RMPR 320, Amdt. 2 to Order 7[1]]

EASTERN AND CENTRAL WOODEN AGRICULTURAL CONTAINERS

ADJUSTABLE PRICING ORDER

For the reasons set forth in an opinion issued simultaneously herewith, *It is ordered*, That:

Paragraph (c) of Order No. 7 is hereby deleted.

Issued and effective this 30th day of November 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-18217; Filed, Nov. 30, 1944; 11:25 a. m.]

Regional and District Office Orders.

[Region IV Order G-39 Under 18 (c)]

FIREWOOD IN FLORIDA

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the Regional Administrator, Region IV, Office of Price Administration, by § 1499.18 (c) of the General Maximum Price Regulation, it is hereby ordered:

(a) *Purpose of order.* It is the purpose of this order to establish specific maximum prices for firewood sold to consumers at retail in the particular area hereinafter set forth.

(b) *Geographical applicability.* The provisions of this order extend to all persons selling firewood to consumers at retail in that portion of the State of Florida lying East and South of the Suwannee River as it now runs.

(c) *Ceiling prices.* On and after the effective date of this order, regardless of any contract, agreement or other obligation, no person may sell, or offer to sell, firewood at retail to consumers in the geographical area in which this order is applicable at prices in excess of the maximum ceiling prices which shall be as follows:

(1) For firewood delivered by the seller to the consumer's home, place of business, or other designated place, the maximum ceiling prices shall be as follows:

	Per strand 8 ft. long and 4 ft. high	Per cord of 128 cu. ft.
In Cords 4 ft. lengths		$16.00
In Strands 36 in. lengths	$12.50	16.50
In Strands 30 in. lengths	11.00	17.60
In Strands 24 in. lengths	9.00	18.00
In Strands 18 to 22 in. lengths	8.00	19.20
In Strands 16 in. lengths	7.00	21.00
In Strands 14 in. lengths	6.50	22.50
In Strands 12 in. lengths	6.00	24.00
In Strands 10 in. or less	5.00	25.00

(2) For firewood delivered to the consumer at the seller's yard, or place of business, the maximum ceiling prices set forth in subparagraph (c) (1) of this order shall be reduced as follows:

	Sales of one cord or more—per cord	Sales of less than one cord—per strand
4 ft. lengths	$1.50	
36 in. lengths	1.50	$1.25
30 in. lengths	1.65	1.10
24 in. lengths	1.75	1.00
18 to 22 in. lengths	2.00	.85
16 in. lengths	2.25	.75
14 in. or less in length	2.50	.65

(3) If firewood is sold and delivered either at the seller's yard or place of business or to the consumer's home, place of business, or other designated place, in quantities of less than one strand, 50¢ for each half-strand and 25¢ for each quarter-strand may be added to the ceiling prices herein established.

(d) *Definitions*—(1) *Cord.* A "cord" of firewood contains 128 cubic feet, and is usually measured by stacking the firewood in even solid piles 4 feet wide, 4 feet high and 8 feet long.

(2) *Cordwood.* "Cordwood" is firewood cut in lengths of 4 feet.

(3) *Strand.* A "strand" of firewood is an even stacked pile 4 feet high and 8 feet long, regardless of the length of the individual pieces. The number of "strands" contained in a "cord" is dependent upon the length of the individual pieces of firewood contained therein, which is usually cut into an exact divisor of 4 feet (48 inches).

(4) *Other definitions.* For other definitions, reference should be made to §1499.20 of the General Maximum Price Regulation, which section and the definitions contained therein are hereby made a part of this order.

(e) *Posting of maximum prices.* All sellers subject to this order shall post all the maximum prices as hereby established in their places of business in a manner plainly visible to, and understandable by, the purchasing public.

(f) *Receipts and sales slips.* Every person making a sale of firewood for which a maximum price is set by this order shall give the purchaser or his agent at the time of sale an invoice or other memorandum of sale, which shall show:

(1) The date of sale;

(2) The name and address of the buyer and seller;

(3) The quantity and description, including length, of the firewood sold;

(4) The place of sale (whether at the yard or delivered); and

(5) The total price of the wood.

The seller shall keep an exact copy of such invoice or memorandum available for inspection by the Office of Price Administration for so long as the Emergency Price Control Act of 1942, as amended, remains in effect.

(g) *Revocation and amendment.* This order may be revoked, amended, or corrected at any time.

(h) *Petitions for amendment.* Any person dissatisfied with any of the provisions of this order may request the Office of Price Administration to amend the order. Such petitions for amendment must be filed in accordance with the provisions of Revised Procedural Regulation No. 1, as amended.

(i) *Enforcement.* If any seller violates any provision of this order he is subject to the criminal penalties, civil enforcement actions, suits for treble damages and proceedings for suspensions of licenses, provided for by the Emergency Price Control Act of 1942, as amended.

(j) *Licensing.* The provisions of Licensing Order No. 1, licensing all persons who make sales under price control, are applicable to all sellers subject to this order. A seller's license may be suspended for violation of the license or of this order. A seller whose license is suspended may not, during the period of suspension, make any sale for which his license has been suspended.

(k) *Relation to other price regulations.* Except as otherwise provided herein, all transactions subject to this order remain subject to all the provisions of the General Maximum Price Regulation, together with all amendments, supplementary regulations and orders which have heretofore been, or may hereafter be, issued.

(l) *Effective date.* This order shall become effective November 20, 1944.

NOTE: The reporting and record keeping requirements of this order have been approved by the Bureau of the Budget and in accordance with the Federal Reports Act of 1942.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this November 18, 1944.

ALEXANDER HARRIS,
Regional Administrator.

[F. R. Doc. 44-18177; Filed, Nov. 29, 1944; 12:17 p. m.]

[1] 9 F.R. 9124.

[Region VII Rev. Order G–8 Under 18 (c), Amdt. 3]

FLUID MILK IN WYOMING

Pursuant to the Emergency Price Control Act of 1942, as amended, the Stabilization Act of 1942, as amended, and § 1499.75 (a) (9) (i) (*a*) (*1*) (*iv*) of Supplementary Regulation 15 to the General Maximum Price Regulation, and for the reasons set forth in the accompanying opinion, this Amendment No. 3 is issued.

1. Subparagraph (3) of paragraph (j), as designated by Amendment No. 2, is amended to read as follows:

(3) "District No. 2 of the State of Wyoming" means all of the counties of Niobrara, Platte, Goshen, Uinta, Sheridan, Johnson, Campbell, Crook, Weston, Park, Big Horn, Fremont, Hot Springs, Washakie, Converse, Sublette, Teton, and all that part of Lincoln County lying north of a line drawn east and west through the point where the main highway between Kemmerer and Star Valley intersects the Wyoming-Idaho state line, and Yellowstone National Park.

2. Subparagraphs (4) and (5) of paragraph (j), as designated by Amendment No. 2, are hereby deleted.

3. Paragraph (f), as designated by Amendment No. 2, is amended by deleting therefrom "District No. 5" wherever the same appears therein and substituting therefor "District No. 3".

4. Paragraph (g), as designated by Amendment No. 2, is amended by deleting therefrom "District No. 6" wherever the same appears therein and substituting therefor "District No. 4".

5. Paragraphs (d) and (e) are hereby deleted from Revised Order No. G–8, and said Revised Order No. G–8 as now amended does not contain paragraphs designated (d) or (e).

Effective date. This Amendment No. 3 shall become effective on November 21st, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871, and E.O. 9328, 8 F.R. 4681)

Issued this 21st day of November 1944.

JOSEPH W. PENFOLD,
Acting Regional Administrator.

[F. R. Doc. 44–18175; Filed, Nov. 29, 1944; 12:16 p. m.]

[Region VII Order G–1 Under SR 15, Amdt. 4]

FLUID MILK IN MONTANA

Pursuant to the Emergency Price Control Act of 1942, as amended, the Stabilization Act of 1942, as amended, and § 1499.75 (a) (9) (i) (*a*) (*1*) (*iv*) of Supplementary Regulation 15 to the General Maximum Price Regulation, and for the reasons set forth in the accompanying opinion, this Amendment No. 4 is issued.

1. Paragraph (d) is amended by deleting therefrom the "District No. 5" price bracket.

2. Paragraph (e) (4) is amended to read as follows:

(4) "District No. 4" means all that area within the State of Montana contained within the counties of Big Horn (except the municipality of Hardin and a distance of twelve miles beyond the corporate limits thereof at all points), Blaine, Broadwater, Carbon (except the municipality of Red Lodge and a distance of five miles beyond the corporate limits thereof at all points and that portion contained in Area 3), Carter, Choteau, Daniels (except the municipality of Scobey and a distance of twelve miles beyond the corporate limits thereof at all points), Dawson (except the municipality of Glendive and a distance of five miles beyond the corporate limits thereof at all points), Fallon, Gallatin (except the municipality of Bozeman and a distance of five miles beyond the corporate limits thereof at all points), Garfield, Golden Valley, Granite (except the municipality of Philipsburg and a distance of five miles beyond the corporate limits thereof at all points), Jefferson, Judith Basin, Lake, Liberty, McCone (except the municipality of Circle and a distance of five miles beyond the corporate limits thereof at all points), Madison, Meagher, Mineral, Missoula (except the municipality of Seeley Lake and a distance of five miles beyond the corporate limits thereof at all points), Park (except the municipality of Livingston and a distance of five miles beyond the corporate limits thereof at all points), Petroleum, Phillips (except the municipalities of Malta and Saco and a distance of twelve miles beyond the corporate limits thereof at all points), Powder River, Powell (except the municipality of Deer Lodge and a distance of five miles beyond the corporate limits thereof at all points), Ravalli, Richland (except the municipalities of Fairview and Sidney and a distance of three miles beyond the corporate limits thereof at all points), Roosevelt, Rosebud (except the municipality of Forsyth and a distance of three miles beyond the corporate limits thereof at all points), Sanders, Stillwater (except the municipality of Columbus and a distance of twelve miles beyond the corporate limits thereof at all points), Sweet Grass, Teton, Treasure, Wheatland, Wibaux (except the municipality of Wibaux and a distance of three miles beyond the corporate limits thereof at all points), and Yellowstone (except the municipalities of Billings and Laurel and a distance of twelve miles beyond the corporate limits thereof at all points).

3. Paragraph (e) is further amended by deleting therefrom subparagraph (5) and redesignating subparagraphs (6) and (7) as (5) and (6), respectively.

This Amendment No. 4 shall become effective on the 21st day of November 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871, and E.O. 9328, 8 F.R. 4681)

Issued this 21st day of November 1944.

JOSEPH W. PENFOLD,
Acting Regional Administrator.

[F. R. Doc. 44–18173; Filed, Nov. 29, 1944; 12:15 p. m.]

[Region VII Rev. Order G–11 Under MPR 329]

FLUID MILK IN WYOMING

Pursuant to the Emergency Price Control Act of 1942, as amended, the Stabilization Act of 1942, as amended, and § 1351.408 (a) (b) (c) (d) and (e) of Maximum Price Regulation No. 329, as amended, and for the reasons set forth in the accompanying opinion, this Revised Order No. G–11 is issued.

(a) *What this order does.* This Revised Order No. G–11 supersedes Order No. G–11 and Amendment No. 4 thereto, as of the effective date hereof, and incorporates herein Amendments Nos. 1, 2, and 3.

(b) *Maximum adjusted prices.* On and after the effective date of this order the maximum price that may be paid to a producer for fluid milk produced in a particular district of the State of Wyoming by a purchaser who resells and distributes the same in said particular district in which produced shall be, when delivery is made at the purchaser's customary receiving point in said district, as follows:

(1) In District No. 1—$1.00 per pound of butterfat content.

(2) In District No. 2—83¢ per pound of butterfat content.

(3) In District No. 3—$1.00 per pound of butterfat content; except during the months of June, July, and August, during which three-months period the maximum price shall be 83¢ per pound of butterfat content.

Provided, however, And for the purpose of protecting and preserving established trade relationships between purchasers in one district and producers in another district, any seller and distributor of fluid milk in one of said Wyoming districts may purchase milk produced in any other Wyoming district and pay the producer thereof the maximum price hereinabove specified for the district in which the milk is received, resold and distributed by the purchaser, if the producer customarily sold his milk in said district of resale and distribution during the period of January 1 to July 15, 1943.

Provided, further, That milk distributors who have established places of business within Albany or Laramie Counties in the State of Wyoming may purchase milk from the following named Colorado producers, at the price hereinabove stated for District No. 1:

(1) Richard Ayers, Carr, Colo.
(2) Lester Chadwick, Carr, Colo.
(3) Deasons Dairy, Eaton, Colo.
(4) Vernon Doughty, Eaton, Colo.
(5) Harry Evans, Fort Collins, Colo.
(6) Elmo Sheldon, Greeley, Colo.
(7) L. E. Johnson, Carr, Colo.

(8) A. J. Mair, Fort Collins, Colo.
(9) Morrison Brothers, Carr, Colo.
(10) Henry Prange, Carr, Colo.
(11) Raymond Schneider, Fort Collins, Colo.
(12) H. F. Schroeder, Carr, Colo.
(13) William Thayer, Timnath, Colo.
(14) R. H. Watts, Timnath, Colo.
(15) Dr. Lowell Little, Fort Collins, Colo.
(16) K. L. Grossaint, Greeley, Colo.
(17) Pete Miller, Fort Collins, Colo.
(18) A. R. Dayton, Carr, Colo.
(19) Wilbur Thomas, Carr, Colo.
(20) P. C. Lamb, Windsor, Colo.
(21) Kester Kemp, Ault, Colo.
(22) L. D. Balmer, Carr, Colo.
(23) Kleber Brothers, Ault, Colo.
(24) H. D. Miles, Carr, Colo.
(25) Floyd Anderson, Bellvue, Colo.
(26) M. R. Collicott, Carr, Colo.
(27) Paul Walker, Ault, Colo.
(28) Allen Bitters, Carr, Colo.
(29) P. J. McCoy, Windsor, Colo.
(30) J. W. Kennedy, Pierce, Colo.
(31) W. A. Rhoadarmer, Pierce, Colo.
(32) C. K. Alkire, Pierce, Colo.
(33) H. E. Rhoadarmer, Pierce, Colo.
(34) Clarence Gardner, Fort Collins, Colo.
(35) Phillip Schneider, Windsor, Colo.
(36) C. E. Rhoadarmer, Pierce, Colo.
(37) Dave Weitzel, Fort Collins, Colo.
(38) Jake Sielback, Pierce, Colo.
(39) John Jeromiason, Ault, Colo.
(40) Gilbert Graff, Pierce, Colo.
(41) R. L. Giddings, Fort Collins, Colo.
(42) A. D. Macey, Pierce, Colo.
(43) H. Macey, Pierce, Colo.
(44) A. M. Macey, Pierce, Colo.
(45) Tom Crom, Pierce, Colo.
(46) Max Rohwer, Carr, Colo.
(47) John Pickett, Carr, Colo.
(48) E. O. Yates, Carr, Colo.
(49) Ed Van Why, Carr, Colo.
(50) Leo Tole, Carr, Colo.

(c) *Fractional price adjustments.* Computations of the butterfat content of milk shall be carried out to the second decimal place, and fractions of a cent in computing a price shall be adjusted upward to the next one cent if the fraction is one-half cent or more, and shall be adjusted downward to the next one cent if the fraction is less than one-half cent.

(d) *Exempt sales.* (1) This order does not apply to sales and deliveries of milk at retail or at wholesale in glass or paper containers, and it does not apply to those bulk sales and deliveries of milk at wholesale in any type of container which are now covered by Maximum Price Regulation No. 280; and it does not apply to milk produced outside of the State of Wyoming.

(2) This order does not apply to purchases of bulk milk from producers for use in manufactured dairy products such as butter, cheese, evaporated or condensed milk, powdered milk, casein, ice cream, or commercial or industrial milk products.

(e) *Definition.* (1) "Milk" or "fluid milk" means cow's milk in a raw unprocessed state, which is purchased for resale for human consumption in fluid form.

(2) "District No. 1 of the State of Wyoming means all of the Counties of Albany, Laramie, Natrona, Sweetwater, and that portion of Lincoln County lying south of a line drawn east and west through the intersection of United States Highway North 30 with the Idaho-Wyoming state line.

(3) "District No. 2" of the State of Wyoming means all of the Counties of Niobrara, Plate, Goshen, Uinta, Sheridan, Sublette, Teton, Johnson, Campbell, Crook, Weston, Park, Big Horn, Fremont, Hot Springs, Washakie, Converse, and that part of Lincoln County lying north of a line drawn east and west through the intersection of United States Highway North 30 with the Idaho-Wyoming state line.

(4) "District No. 3" of the State of Wyoming means all of Carbon County.

(f) *Applicability of other regulations.* Except in so far as the same are inconsistent with or contradictory of the terms and provisions of this order, the definitions contained in § 1499.20 of the General Maximum Price Regulation and all of the terms and provisions of Maximum Price Regulation No. 329 shall remain in full force and effect and be applicable to purchasers of milk from producers in said districts in the State of Wyoming.

(g) *Licensing.* The provisions of Licensing Order No. 1, licensing all persons who make sales under price control, are applicable to all sellers subject to this regulation or schedule. A seller's license may be suspended for violations of the license or of one or more applicable price schedules or regulations. A person whose license is suspended may not, during the period of suspension, make any sale for which his license has been suspended.

(h) *Right to revoke or amend.* This order may be revoked, modified, or amended at any time by the Price Administrator or the Regional Administrator.

Effective date. This Revised Order No. G–11 shall become effective on the 21st day of November 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871, and E.O. 9328, 8 F.R. 4681)

Issued this 21st day of November 1944.

JOSEPH W. PENFOLD,
Acting Regional Administrator.

[F. R. Doc. 44–18176; Filed, Nov. 29, 1944; 12:16 p. m.]

[Region VIII Rev. Order G–103 Under 18 (c)]

COOKED LOBSTER

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the Regional Administrator of the Office of Price Administration by section 18 (c) of the General Maximum Price Regulation, as amended, and Order No. 57 issued under the Maximum Import Price Regulation, as amended, *It is hereby ordered:*

(a) The maximum prices of cooked lobster in Region VIII shall be as follows:

(1) *Sales by producers.* The maximum prices for such sales shall be as set forth in Table A of Appendix I attached hereto.

(2) *Sales by primary fish shipper wholesalers*—(i) *Undelivered.* The maximum prices for such sales shall be as set forth in Table B of Appendix I attached hereto.

(ii) *Delivered*—(a) *At ports of entry.* The maximum prices for such sales shall be as set forth in Table B of Appendix I attached hereto.

(b) *At localities other than ports of entry.* The maximum prices for such sales shall be the prices at the basing point port of entry specified in Appendix I attached hereto, plus freight to the premises of the buyer.

(3) *Sales by wholesalers other than primary fish shipper wholesalers to other wholesalers.* The maximum prices for such sales shall be the applicable prices set forth in paragraph (a) (2) above, plus two cents per pound.

(4) *Sales by all other wholesalers except to other wholesalers*—(i) *Undelivered*—(a) *At designated localities including ports of entry.* The maximum prices for such sales shall be as set forth in Table D of Appendix I attached hereto.

(b) *At all other localities.* The maximum prices for such sales shall be the maximum prices at the basing point locality specified in Appendix I attached hereto, plus freight to the wholesaler's place of business. Where more than one basing point is specified for the same locality, the maximum price shall be the lowest amount resulting when prices are computed according to this method from each of such basing points.

(ii) *Delivered*—(a) *Deliveries by common carrier.* The maximum prices for such sales shall be the applicable prices for undelivered sales as specified in subparagraph (4) (i) (a) or (4) (i) (b) above, plus actual transportation charges to the premises of the buyer.

(b) *Deliveries by other than common carrier.* The maximum prices for such sales shall be the applicable prices for undelivered sales as specified in subparagraph (4) (i) (a) or (4) (i) (b) above, plus a transportation allowance calculated from the wholesaler's place of business as follows:

Deliveries made:	*Per pound*
Within the local delivery zone	$0.015
Beyond the boundary of local delivery zone but not exceeding 50 miles	.02
More than 50 but not exceeding 100 miles	.0225
More than 100 but not exceeding 175 miles	.025
More than 175 miles	.0275

(5) *Additions to maximum prices*—(i) *Broken-lot charges.* When wholesalers other than primary fish shipper wholesalers pack cooked lobster for sale to retailers or purveyors of meals in amounts smaller than 50 pounds, or when such lobster is included in a sale of fresh fish or seafood, and total sale of such fresh fish or seafood and lobster does not exceed 125 pounds, a charge of one cent per pound may be added to the maximum prices established under subparagraphs (3) and (4) above.

(ii) *Container charges.* When any seller sells cooked lobster in containers which become the property of the buyer, he may add one cent per pound to his maximum price: *Provided, however,* That any wholesaler who has incurred or paid a container charge to his supplier, may add one cent per pound to his maximum price whether he sells in containers or otherwise.

(6) *Sales by processor-retailers*—(i) *At ports of entry.* The maximum prices

for such sales shall be as set forth in Table E of Appendix I attached hereto.

(ii) *At localities other than ports of entry.* The maximum prices for such sales shall be the prices at the basing point port of entry specified in Appendix I attached hereto, plus freight to the premises of the processor-retailer plus one cent per pound.

(b) *Definitions.* (1) "Cooked lobster" means all varieties of Pacific Coast Spiny Lobster (panulinis interruptus), including those caught in Mexican waters, which are cooked prior to sale.

(2) "Producer" means any person who catches and lands lobster and includes any person who sells or delivers cooked lobster when the live lobster was caught by him on a vessel owned or hired by him.

(3) "Primary fish shipper wholesaler" means any person, including an importer, who purchases live or cooked lobster from a producer, and sells cooked lobster boxed or barrelled to wholesalers or chain store warehouses. Any person who purchases or receives live or cooked lobster from an importer which he controls in whole or in part, shall, for the purposes of this order, be considered a primary fish shipper wholesaler for all sales of cooked lobster to wholesalers or chain store warehouses.

(4) "Warehoused" means the physical receipt of cooked lobster in an established place of business and sale of the lobster to two or more persons from such place of business.

(5) "Processor-retailer" means any person who processes lobsters by cooking prior to sale by him to ultimate consumers other than industrial, commercial, or institutional users.

(6) "Local delivery zone for any wholesaler" means that area contained within the city limits of the locality where the wholesaler's place of business is located, except that

(i) The Portland, Oregon, local delivery zone shall include the area within the city limits of Portland, North Portland, and Faloma, Oregon, and Vancouver, Washington.

(ii) The Oakland, California, local delivery zone shall include the cities of Oakland, Alameda, Berkeley, Emeryville, and Albany, California.

(iii) The Los Angeles, California, local delivery zone shall be that area within a radius of twenty miles from the Los Angeles City Hall, plus that portion of the City of Los Angeles outside such area, except that area included within the San Pedro local delivery zone.

(iv) The San Pedro, California, local delivery zone shall be that area within Los Angeles County south of Roosevelt Highway and the Southern boundary of Redondo Beach.

(7) "A port of entry" shall mean any place at which live lobster is regularly landed by fishermen, except that in the case of imported lobster, whether live or cooked, San Diego, California, shall be considered the port of entry for all such lobster entering the United States.

(8) "Los Angeles" as used in Appendix I shall have the same meaning as the Los Angeles local delivery zone.

(9) "San Francisco Bay Area" as used in Appendix I shall include the city and county of San Francisco, and the counties of San Mateo, Santa Clara, Alameda, Contra Costa, Solano, Napa, Sonoma, and Marin.

(10) "Freight" means cost of transportation by the cheapest available method of transportation, not to exceed, however, the lowest available common carrier rate. Freight charges may include the actual cost of refrigeration and other protective services, but not local cartage or unloading. The transportation tax imposed by Section 620 of the Revenue Act of 1942 may be added.

(11) "Delivered" means physical transportation of cooked lobster to the premises of the buyer except in the case of shipment by rail, and in such cases delivery means transportation to the buyer's customary receiving point.

(12) "Undelivered" means any sale other than a delivered one.

(13) "Region VIII of the Office of Price Administration" means the States of California, Washington, Nevada, Oregon, except Malheur County, and Arizona, except those portions of Coconino County and Mohave County lying north of the Colorado River, and the following counties in the State of Idaho: Benewah, Bonner, Boundary, Clearwater, Idaho, Kootenai, Latah, Lewis, Nez Perce, and Shoshone.

(14) All other terms used in this order shall have the same meaning as set forth in Maximum Price Regulation No. 418, as amended, unless the context clearly otherwise requires.

(c) This order may be revoked, amended, or corrected at any time, and supersedes Order No. G–103 under section 18 (c) of the General Maximum Price Regulation.

This order shall become effective November 22, 1944.

(56 Stat. 23, 765; 57 Stat. 566, Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871, and E.O. 9328, 8 F.R. 4681)

Issued this 21st day of November 1944.

CHAS. R. BAIRD,
Regional Administrator.

APPENDIX I

COOKED LOBSTER

Basing Points	Size	Table A—Ports of entry	Table B—Ports of entry [1]	Table D			Table E—Ports of entry
				San Francisco Bay area	Los Angeles	Ports of entry	
San Diego	13½" and less	$0.305	$0.34	$0.4075	$0.395	$0.38	$0.48
Los Angeles and San Francisco	More than 13½"	.2325	.26	.3175	.305	.29	.39

[1] Prices quoted are for sales of cooked lobster which has been warehoused by the seller prior to sale. Prices for all other sales shall be determined by deducting one cent per pound.

[F. R. Doc. 44–18172; Filed, Nov. 29, 1944; 12:15 p. m.]

SECURITIES AND EXCHANGE COMMISSION.

[File No. 70–993]

ASSOCIATED UTILITIES CORP. AND GAS AND ELECTRIC ASSOCIATES

ORDER PERMITTING DECLARATION TO BECOME EFFECTIVE

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 29th day of November 1944.

Associated Utilities Corporation and its wholly-owned subsidiary, Gas and Electric Associates, both registered holding companies and subsidiaries of Denis J. Driscoll and Willard L. Thorp, Trustees of Associated Gas and Electric Corporation, also a registered holding company, having filed a joint declaration, as amended, pursuant to section 12 of the Public Utility Holding Company Act of 1935 and the rules and regulations promulgated thereunder, regarding the following transactions:

Associated Utilities Corporation proposes to sell to Paul Smith's College of Arts and Sciences its holdings of 1,250 shares of the outstanding common stock, $100 par value, of Paul Smith's Electric Light and Power and Railroad Company for $60,000; and Gas and Electric Associates proposes to sell to Paul Smith's College of Arts and Sciences its holdings of 4,977½ shares of such common stock for $240,000. Gas and Electric Associates proposes to pay to Associated Utilities Corporation the $240,000 to be received by it from the sale of such stock as a payment on account of its promissory note held by Associated Utilities Corporation. Associated Utilities Corporation in turn proposes to pay such sum, together with the $60,000 it will receive from the sale of such stock, to the Trustees of Associated Gas and Electric Corporation as a payment on account of the principal of its 2% Convertible Obligation due 1963 held by said Trustees; and

Declarants having requested that the Commission enter an order finding that the sale of such common stock of Paul Smith's Electric Light and Power and Railroad Company is necessary to effectuate the provisions of section 11 (b) of the Public Utility Holding Company Act of 1935, and that such order conform to the definition of the term "order of the Securities and Exchange Commission" contained in section 373 (a) of the Internal Revenue Code, as amended, and that such order contain the recitals, specifications and itemizations required by section 1808 (f) of the Internal Revenue Code, as amended; and

A public hearing having been held after appropriate notice, the Commission having considered the record in this matter, and having made and filed its findings and opinion herein, and deeming it appropriate in the public interest and in the interest of investors and con-

sumers to permit the joint declaration, as amended, to become effective, and to grant the request of the declarants as to the suggested recitals;

It is hereby ordered, That pursuant to the applicable provisions of said act, the joint declaration, as amended, be, and hereby is, permitted to become effective forthwith, subject to the terms and conditions prescribed in Rule U–24 of the general rules and regulations under the act;

It is further ordered, That the sale by Associated Utilities Corporation of 1,250 shares, and by Gas and Electric Associates of 4,977½ shares of the outstanding common stock, $100 par value, of Paul Smith's Electric Light and Power and Railroad Company, as more fully described in the contracts dated November 9, 1944, between Associated Utilities Corporation, Gas and Electric Associates, and Paul Smith's College of Arts and Sciences, the provisions of which are a part of the record in this proceeding in accordance with the provisions of said joint declaration, as amended, is necessary or appropriate to effectuate the provisions of section 11 (b) of the Public Utility Holding Company Act of 1935, and to effectuate and to comply with a certain divestment order issued by the Commission on August 13, 1942, pursuant to said section, in a proceeding entitled "In the Matter of Denis J. Driscoll and Willard L. Thorp, as Trustees of Associated Gas and Electric Corporation, Respondents, File No. 59–32".

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 44–18202; Filed, Nov. 30, 1944; 10:40 a. m.]

[File No. 70–982]

OGDEN CORP.

MEMORANDUM OPINION AND ORDER PERMITTING DECLARATION TO BECOME EFFECTIVE

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pennsylvania, on the 29th day of November, A. D. 1944.

Declaration by registered holding company pursuant to section 12 (c) and Rule U-46 permitted to become effective with respect to the payment of dividends to common stockholders out of capital surplus where no prejudice to security holders or public is found.

Appearances: Simpson Thacher & Bartlett, by Richard Jones, for Ogden Corporation; Arthur Goldman, of the Public Utilities Division of the Commission.

Ogden Corporation ("Ogden"), a registered holding company, has filed a declaration pursuant to section 12 (c) of the Public Utility Holding Company Act of 1935 and Rule U-46 promulgated thereunder, in which it proposes to pay a dividend on its common stock of 25¢ per share on December 1, 1944 to holders of record at the close of business on November 22, 1944. The dividend, aggregating $850,918.65, and designated as payable out of declarant's surplus of September 30, 1944, will be charged to earned surplus to the extent thereof, and the remainder to capital surplus. The earned surplus and capital surplus of Ogden as of September 30, 1944, amounted to $593,210.90 and $1,289,569.42, respectively. This is the fourth declaration filed by Ogden in respect of the payment of dividends partially out of capital surplus.[1]

After appropriate notice, a public hearing was held. Having considered the record, the Commission makes the following findings:

Ogden, a Delaware corporation, came into being as a result of the plan of reorganization, pursuant to section 77B of the Bankruptcy Act, as amended, of Utilities Power & Light Corporation. Such plan of reorganization committed Ogden to a program of divestment of its interests in utilities properties so that it would cease to be a public utility holding company under the act. On May 20, 1943 this Commission entered an order approving a plan filed by Ogden and certain of its subsidiaries which provided for the divestment by Ogden of all its interests in holding and public utility companies, and directing, among other things, pursuant to section 11 (b) of the act, that such dispositions should be made (Ogden Corporation, et al., — S. E. C. — (1943), Holding Company Act Release No. 4307). Ogden is now engaged in effectuating its divestment plan with the view of complying with our aforesaid order of May 20, 1943.

Ogden's capitalization as of September 30, 1944 consisted of common stock only, of the par value of $4.00 per share, outstanding in the amount of 3,347,177 shares.

As of September 30, 1944 Ogden had cash on hand in the amount of $855,304 and United States Government securities costing $125,000. A cash forecast for the period from October 1, 1944 through March 31, 1945 submitted by the company in connection with the filing, indicates that Ogden will be able to meet all its cash requirements and continue to maintain a cash balance which appears to be adequate for its normal corporate requirements. Moreover, the record indicates that in the course of effectuating its divestment program Ogden, in the relatively near future, will realize a substantial sum of cash which will be available for use should any extraordinary need arise.

The declarant proposes to accompany the dividend payment with a notice to stockholders specifically informing stockholders that the dividend is to be paid, in part, out of capital surplus. Such notice appears appropriate under the circumstances.

In view of all the circumstances, including the facts that Ogden is engaged in a program of liquidation of its utility interests and that there are no securities outstanding senior to the common stock, we observe no reason for any adverse findings under the applicable provisions of the act and the rules promulgated thereunder in respect of the proposed dividend payment to be charged, in part, to capital surplus.

It is therefore ordered, That, pursuant to the applicable provisions of the Public Utility Holding Company Act of 1935, the said declaration be, and hereby is, permitted to become effective forthwith, subject, however, to the terms and conditions prescribed in Rule U–24 of the general rules and regulations promulgated under said act.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 44–18203; Filed, Nov. 30, 1944; 10:40 a. m.]

[1] We have permitted the three previous declarations to become effective, *Ogden Corporation*, Holding Company Act Release Nos. 4352, 4772 and 4928.

[File Nos. 54–59, 59–27]

INTERNATIONAL UTILITIES CORP. AND DOMINION GAS AND ELECTRIC CO.

ORDER POSTPONING HEARING AND CHANGING DESIGNATION OF TRIAL EXAMINER

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pennsylvania, on the 29th day of November, A. D. 1944.

In the matters of International Utilities Corporation, Dominion Gas and Electric Company, File No. 54–59; International Utilities Corporation, File No. 59–27.

The Commission having by order dated November 8, 1944 designated December 5, 1944 as the date for reconvening the hearing in the above entitled proceeding for the purpose of adducing evidence with respect to the appropriateness of the payment of certain fees and expenses petitioned for by various claimants in connection with the plan of recapitalization of International Utilities Corporation and the reasonableness of such fees and expenses; and

A conflict in dates having arisen necessitating the postponement of the hearing in this matter; and the Commission deeming it appropriate under the circumstances that the hearing be postponed; and

It appearing to the Commission that Willis E. Monty who was designated as a trial examiner to preside at the hearing previously scheduled for December 5, 1944, will not be available to conduct the said hearing on the postponed date to be set hereinbelow:

It is ordered, That the hearing in this matter previously scheduled for December 5, 1944 at 10:00 a.m., e. w. t., at the offices of the Securities and Exchange Commission, 18th and Locust Streets, Philadelphia, Pennsylvania be, and hereby is, postponed to December 13, 1944 at the same hour and place.

It is further ordered, That Henry C. Lank be, and is hereby, designated as the officer of the Commission to preside at the hearing herein instead of Willis E. Monty;

It is further ordered, That the time within which any person desiring to be

heard or otherwise to participate in said proceeding shall file his request or application therefor with the Secretary of the Commission, as provided by Rule XVII of the Commission's rules of practice, be, and the same hereby is, extended to December 9, 1944;

It is further ordered, That the time within which any person not included in applicants' notification of the fees and expenses requested herein, who desires to request payment of fees or expenses for services rendered in this proceeding, shall file a notification with the Commission as to the proposed amount of such fees and expenses, be, and the same hereby is, extended to December 9, 1944.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 44-18204; Filed, Nov. 30, 1944; 10:40 a. m.]

[File No. 70-998]

ARKANSAS-MISSOURI POWER CORP.

ORDER PERMITTING DECLARATION TO BECOME EFFECTIVE

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 28th day of November, A. D. 1944.

Arkansas-Missouri Power Corporation, a registered holding company, having filed an application or declaration pursuant to the Public Utility Holding Company Act of 1935, particularly sections 6 and 7 thereof and Rule U-50 thereunder, regarding a proposed issuance and sale of $2,000,000 principal amount of First Mortgage Bonds, Series "A" 3⅛% to be dated December 1, 1944 and to mature December 1, 1974;

Arkansas-Missouri Power Corporation having since filed a declaration entitled Amendment No. 1 to its application or declaration referred to above, regarding the solicitation of authorizations of the holders of its common stock in connection with the above described transaction pursuant to Rule U-62 of the act;

Said Amendment No. 1 containing copies of the proposed notice of meeting of stockholders, proxy and proxy statement, and a statement of the manner in which the solicitation is proposed to be made;

Arkansas-Missouri Power Corporation having requested that the declaration in respect of the proxy solicitation material be considered and disposed of independently of the principal transaction and that the Commission enter its separate order permitting said declaration as to all such proxy solicitation material, to become effective;

It appearing that the solicitation of authorizations of stockholders as proposed to be conducted, does not make it necessary or appropriate in the public interest or for the protection of investors or consumers or to prevent the circumvention of the provisions of the act or the rules and regulations thereunder, that the Commission issue any order with respect thereto other than an order permitting the declaration as to such solicitation to become effective;

It is therefore ordered, That, without passing upon the merits of the application or declaration filed pursuant to sections 6 and 7, the declaration as to solicitation of authorizations be and it is hereby permitted to become effective forthwith.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 44-18199; Filed, Nov. 30, 1944; 10:39 a. m.]

[File No. 54-89]

UNITED CORPORATION

ORDER APPROVING AMENDED PLAN

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 29th day of November, A. D. 1944.

The Commission having issued its findings, opinion and order in this matter on November 24, 1944, with respect to a plan filed by The United Corporation under section 11 (e) and other applicable provisions of the Public Utility Holding Company Act of 1935, approving said plan and the transactions necessary to the consummation thereof subject to conditions (a) requiring amendment of the plan as specified in said order, and (b) reserving jurisdiction over certain accounting entries and the payment of fees and expenses in connection with the plan;

The United Corporation having filed amendments to the plan in conformity with the conditions specified by the Commission, and having requested the Commission to enter an order pursuant to the applicable provisions of the Internal Revenue Code, as amended, with respect to the amended plan and the transactions proposed therein; and

The Commission finding that said plan as amended is necessary to effectuate the provisions of section 11 (b) of the Public Utility Holding Company Act of 1935 and is fair and equitable to the persons affected thereby, and the Commission having approved, pursuant to sections 12 (c) and 12 (d) of said act, the acquisition by The United Corporation, under the provisions of the plan as amended, of shares of its $3 Cumulative Preference Stock and the disposition thereunder of shares of the Common Stock of Philadelphia Electric Company;

It is ordered, That said plan, as amended, be and hereby is approved; that the application-declaration as amended, filed by The United Corporation with respect to the transactions proposed therein, be and hereby is granted and permitted to become effective; and that The United Corporation be and hereby is authorized, directed, and required to carry out the exchange transactions proposed in said plan as amended, pursuant to its terms and provisions;

It is further ordered, That, in accordance with the requirements of the Internal Revenue Code, as amended, including sections 371 (a), 371 (e), 371 (f) and 1808 (f) thereof, said exchange transactions, namely, the acquisition by The United Corporation of each share of its $3 Cumulative Preference Stock up to 1,123,374 shares, the transfer and delivery to and the acquisition of 1⅘₀ shares of the Common Stock of Philadelphia Electric Company (or cash in lieu of fractions of such shares) and $6.00 in cash by a Preference Stockholder of The United Corporation for each share of said $3 Cumulative Preference Stock tendered to The United Corporation for exchange, all pursuant to the plan, are necessary or appropriate to effectuate the provisions of section 11 (b) of the Public Utility Holding Company Act of 1935.

The Commission continues to reserve jurisdiction with respect to all accounting entries involved in carrying out the plan, and with respect to fees and expenses to be paid by The United Corporation in connection with the plan.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 44-18200; Filed, Nov. 30, 1944; 10:40 a. m.]

[File No. 16-1]

NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC.

ORDER DENYING REQUEST TO CANCEL RULES

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 25th day of November, A. D. 1944.

A petition having been filed requesting the Commission to issue an order cancelling and revoking an alleged rule or rules of the National Association of Securities Dealers, Inc., a national securities association registered under section 15A of the Securities Exchange Act of 1934;

The Commission having undertaken to consider whether a certain "interpretation" of a rule of fair practice and a so-called "5% spread philosophy," announced by the Board of Governors of said Association, constituted a rule or rules, and, if so, what action the Commission should take with respect thereto under section 15A (k) of the act;

A hearing having been held after appropriate notice, and the Commission having this day issued its opinion herein;

On the basis of said opinion, *It is ordered,* That no action under section 15A (k) be taken.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 44-18201; Filed, Nov. 30, 1944; 10:40 a. m.]

WAR PRODUCTION BOARD.

[C-221]

LITERARY CLASSICS, INC., AND BOOKS, INC.

CONSENT ORDER

Literary Classics, Inc., of 75 West Street, New York, New York, and Books, Inc., of Clinton, Massachusetts, each claims to have been the publisher of certain books distributed under the name of "The Masters' Standard Library of Classics" in 1942 within the meaning of Limitation Order L-245, and hence each claims that it is entitled to compute its consumption quota under that order by including in its base tonnage the paper used in printing "The Masters' Standard Library of Classics". The two corporations admit that they are not both entitled to compute their consumption quotas on the basis of the total paper used in printing the above mentioned books. Each corporation consumed for the publication of books in 1943 and 1944 paper in excess of the tonnage which would constitute its consumption quota if it were not entitled to include in its base tonnage the paper used in the production of "The Masters' Standard Library of Classics".

The two corporations have entered into an agreement compromising their differences. They have agreed that for the purpose of computing the consumption quota of Literary Classics, Inc., under Limitation Order L-245 it shall include in its base tonnage 850,000 pounds of the paper used in printing "The Masters' Standard Library of Classics" in 1942 as well as 32,912 pounds of paper used in printing "Immortals of Music" and "World's Great Men of Music" in 1942, thereby giving Literary Classics, Inc. a base tonnage of 882,912 pounds. Computed on such base tonnage, Literary Classics, Inc. was entitled to a consumption quota of 794,621 pounds in 1943 and of 662,184 pounds in 1944. In fact, Literary Classics, Inc. consumed 1,453,483 pounds in 1943 (an excess of 658,862 pounds) and 703,164 pounds in 1944 (an excess of 40,980 pounds).

It is agreed that, commencing with the effective date of this order, Literary Classics, Inc. shall not cause any paper to be put into process under Limitation Order L-245 until the total amount it would otherwise be entitled to put into process amounts, on a pro-rata per diem basis, to 699,842 pounds.

The two corporations have agreed that for the purpose of computing the consumption quota of Books, Inc. under Limitation Order L-245, it shall exclude from its base tonnage 850,000 pounds of the paper used in printing "The Masters' Standard Library of Classics", so that its base tonnage shall be 3,461,017 pounds. Computed on such base tonnage, Books, Inc. was entitled to a consumption quota of 3,114,915 pounds in 1943 and 2,595,763 pounds in 1944. In fact, Books, Inc. consumed 3,457,899 pounds in 1943 (an excess of 342,984 pounds). Books, Inc. has not yet consumed all of its consumption quota for 1944.

It is agreed by the two corporations that the 1944 consumption quota of Books, Inc. under Limitation Order L-245 shall be reduced by 9,000 pounds, so that its total consumption quota for 1944 shall be 2,586,763. It is also agreed that the 1945 consumption quota of Books, Inc. under Limitation Order L-245 shall be divided into four equal quarterly quotas and that its quota for the first quarter of 1945 shall be reduced by 149,719 pounds, and its quota for the second quarter of 1945 shall be reduced by 184,265 pounds, so that by the end of the second quarter of 1945 Books, Inc. shall have reduced its consumption quotas to the extent of 342,984 pounds, its total overusage in 1943 and 1944.

The two corporations have also agreed that Books, Inc. shall reserve and set aside from its 1945 consumption quota under Limitation Order L-245, 75,000 pounds of paper during each calendar quarter of 1945, for the publication of books to be purchased by Literary Classics, Inc.

Literary Classics, Inc. is charged by the War Production Board with having put into process for the production of books in 1943 and 1944 paper in excess of the tonnage which Literary Classics, Inc. now agrees shall constitute its consumption quotas under Limitation Order L-245.

Books, Inc. is charged by the War Production Board with having put into process for the production of books in 1943 paper in excess of the tonnage which Books, Inc. now agrees shall constitute its consumption quota under Limitation Order L-245.

Books, Inc. and Literary Classics, Inc. both admit that the facts recited above are true, and do not desire to contest the above charges, and have consented to the issuance of this consent order.

Wherefore, upon the agreement and consent of Books, Inc. and Literary Classics, Inc., the Regional Compliance Chiefs and the Regional Attorneys of the Boston, Massachusetts, and New York, New York, Regions of the War Production Board, and upon the approval of the Compliance Commissioner, *It is hereby ordered*, That:

(a) Literary Classics, Inc. shall have a base tonnage of 882,912 pounds of paper for the purpose of computing all consumption quotas under Limitation Order L-245 as issued January 8, 1943, and amended from time to time.

(b) After the effective date of this order, Literary Classics, Inc. shall not cause any paper to be put into process for the production of books under Limitation Order L-245 until the paper it would otherwise have been entitled to put into process under the order amounts, on a pro rata per diem basis, to 699,842 pounds.

(c) Books, Inc. shall have a base tonnage of 3,461,017 pounds of paper for the purpose of computing all consumption quotas under Limitation Order L-245 as issued January 8, 1943, and amended from time to time.

(d) The 1944 consumption quota of Books, Inc. under Limitation Order L-245 shall be reduced by 9,000 pounds, so that its consumption quota for 1944 shall be 2,586,763 pounds.

(e) The 1945 consumption quota of Books, Inc. under Limitation Order L-245 shall be and hereby is divided into four equal quarterly quotas, and its quota for the first quarter of 1945 shall be and hereby is reduced by 149,719 pounds, and its quota for the second quarter of 1945 shall be and hereby is reduced by 184,265 pounds.

(f) Books, Inc. shall reserve and set aside from its 1945 consumption quota under Limitation Order L-245, 75,000 pounds during each calendar quarter of 1945, for the publication of books to be purchased by Literary Classics, Inc.

(g) The restrictions and prohibitions contained herein shall apply to Literary Classics, Inc. and Books, Inc., their respective successors and assigns, or persons acting on their respective behalfs. Prohibitions against the taking of any action include the taking indirectly as well as directly of any such action.

(h) In the event that the base tonnage of either Literary Classics, Inc. or Books, Inc. shall be officially increased by action of the War Production Board, after the effective date of this consent order, then the base tonnage above defined shall respectively be so increased, but any such increase shall not affect the provisions of paragraph (b), nor the reduction required by paragraphs (d) and (e), nor paragraphs (f), (g), and (i).

(i) Nothing contained in this order shall be deemed to relieve Literary Classics, Inc. or Books, Inc., their successors and assigns, from any restriction, prohibition or provision contained in any other order or regulation of the War Production Board, except insofar as the same may be inconsistent with the provisions hereof.

(j) This order shall take effect on November 28, 1944.

Issued this 21st day of November 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-18123; Filed, Nov. 28, 1944; 3:48 p. m.]